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No. 34]

NEW DELHI, SATURDAY, AUGUST 19, 1972/SRAVANA 28, 1894

इस भाग में भिन्न पृष्ठ संख्या दी जाती है जिससे कि यह अलग संकलन के रूप में रखा जा सके।

Separate paging is given to this Part in order that it may be filed as a separate compilation.

भाग II—खण्ड 3—उपखण्ड (ii)

PART II—Section 3—Sub-section (ii)

(रक्षा मंत्रालय को छोड़कर) भारत सरकार के मंत्रालयों और (संघ क्षेत्र प्रशासन को छोड़कर)

केन्द्रीय प्राधिकरणों द्वारा जारी किये गए विधिक आदेश और अधिसूचनाएं।

Statutory orders and notifications issued by the Ministries of the Government of India (other than the Ministry of Defence) and by Central Authorities (other than the Administration of Union Territories).

MINISTRY OF FOREIGN TRADE

New Delhi, the 1st May 1972

S.O. 2241.—In exercise of the powers conferred by clause (a) of sub-section (3) of section 4 of the Central Silk Board Act, 1948 (61 of 1948), the Central Government hereby appoints Shri Inder J. Malhotra, M.P. as Chairman of the Central Silk Board in place of Shri D. Devaraj Urs, Chief Minister of Mysore, with immediate effect.

[No. F. 21/1/70-Tex(F).]

विदेश व्यापार मंत्रालय

नई दिल्ली, 1 मई, 1972

का०आ० 2241.—केन्द्रीय रेशम बोर्ड अधिनियम, 1948 (1948 का 61) की धारा 4 की उपधारा (3) के खण्ड (क) द्वारा प्रदत्त शक्तियों का प्रयोग करने हुए केन्द्रीय सरकार एतद्वारा मैसूर के मुख्य मंत्री श्री डी० देवराज अर्स के स्थान पर श्री इन्द्र जे० मल्होत्रा, संसद सदस्य को केन्द्रीय रेशम बोर्ड के अध्यक्ष के रूप में तत्काल प्रभाव से नियुक्त करती है।

[सं० फा० 21/1/70-टैक्स (एफ)]

New Delhi, the 5th June 1972

S.O. 2242.—In exercise of the powers conferred under sub-section (i) of section 6 of the Central Silk Board Act, 1948 (61 of 1948), the Central Government hereby appoints Shri S. Muniraju, Advocate and member of the Central Silk Board as Vice-Chairman of the Central Silk Board vice Shri Inder J. Malhotra, M.P. for the period upto and including the 8th April, 1973.

[No. F.21/1/70-Tex(F).]

R. M. DOIPHCADE, Director.

नई दिल्ली, 5 जून, 1972

का०आ० 2242.—केन्द्रीय रेशम बोर्ड अधिनियम, 1948 (1948 का 61) की धारा 6 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार श्री इंदर जे० मल्होत्रा, संसद सदस्य के स्थान पर ऐडवोकेट तथा केन्द्रीय रेशम बोर्ड के सदस्य श्री एस० मुनीराजू को 8 अप्रैल, 1973 तक को अवधि के लिए, जिसमें यह दिन भी शामिल है, केन्द्रीय रेशम बोर्ड के उपाध्यक्ष के रूप में नियुक्त करती है।

[सं० फा० 21/1/70-टैक्स (एफ)]

आर० एम० रोडफोर्दे, निदेशक।

TEA CONTROL

New Delhi, the 20th May 1972

S.O. 2243.—In exercise of the powers conferred by Clauses (b) and (c) of sub-section (3) of Section 4 of the Tea Act, 1953 (29 of 1953), read with rules 4 and 5 of the Tea Rules, 1954, the Central Government hereby appoints Sarvashri, Sumat Prasad and Deven Sarkar as members of the Tea Board until the 31st March, 1975, and makes the following further amendments in the notification of the Government of India in the Ministry of Foreign Trade No. S.O. 288(E) dated the 13th April, 1972 namely:—

In the said notification, (i) after entry 29, the following entry shall be inserted, namely:—

"29A. Shri Sumat Prasad, Managing Director, Devenport and Company (Private) Limited, 5&7, Netaji Subash Road, Calcutta-1.

(ii) after entry 35, the following entry shall be inserted, namely:—

"36. Shri Devan Sarkar, General Secretary, West Bengal Cha Sramik Union, P.O. and District Jalpaiguri, West Bengal."

[No. E. 12012(1)/71-Plant(A).]

चाय नियन्त्रण

नई दिल्ली, 20 मई, 1972

का० आ० 2243 .— चाय नियम, 1954 के नियम 4 तथा 5 के साथ पठित चाय अधिनियम, 1953 (1953 का 29) की धारा 4 की उपधारा (3) के खण्ड (बी) तथा (इ) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार, सर्वश्री सुमत प्रसाद तथा देवेन सरकार को 31 मार्च, 1975 तक के लिए चाय बोर्ड के सदस्यों के रूप में एतद्वारा नियुक्त करती है और भारत सरकार के विदेश व्यापार मंत्रालय की अधिसूचना [सं० का० आ० 288 (ई) तिथि 13-4-72 में निम्नोक्त अग्रेतर संशोधन करती है, अर्थात् :—

उक्त अधिसूचना में (i) प्रविष्टि 29 के बाद निम्नोक्त प्रविष्टि जोड़ी जाए, अर्थात्:—

"29—ए० श्री सुमत प्रसाद,
प्रबन्धक निदेशक,
देवेन पोर्ट एण्ड कम्पनी (प्राइवेट) लिमिटेड,
5 तथा 7, नेताजी सुभाष रोड,
कलकत्ता-1

(ii) प्रविष्टि 35 के बाद, निम्नोक्त प्रविष्टि जोड़ी जाए, अर्थात्:—

"36. श्री देवेन सरकार,
महा-सचिव,
पश्चिम बंगाल चाय श्रमिक संघ,
डाकखाना तथा जिला जलपाईगुड़ी,
पश्चिम बंगाल।"

[सं० ई० 12012(1)/71-प्लांट (ए)]

CARDAMOM CONTROL

New Delhi, the 22nd May 1972

S.O. 2244.—In pursuance of sub-section (1) of section 7 of the Cardamom Act, 1965, (42 of 1965), the Central Government hereby appoints Shri K. V. George as Director of Cardamom Development in the Cardamom Board, Ernakulam, in a substantive capacity with effect from the 5th October, 1969.

[No. F.29(24)Plant(B)/66.]

इलायची नियन्त्रण

नई दिल्ली, 22 मई, 1972

का० आ० 2244.—इलायची अधिनियम, 1965 (1965 का 42) की धारा 7 की उप-धारा (1) के अनुसरण में केन्द्रीय सरकार, श्री के० वी० जार्ज को 5 अक्टूबर, 1969 से इलायची बोर्ड, एर्नाकुलम में इलायची विकास निदेशक के पद पर स्थायी रूप में एतद्वारा नियुक्त करती है।

[सं० फा० 29(24)-प्लांट (बी)/66]

New Delhi, the 29th May 1972

S.O. 2245.—Shri K. V. George, Director of Cardamom Development in the Cardamom Board is hereby granted earned leave with effect from 17th March, 1972 to 6th May, 1972 with permission to suffix the holiday on 7th May, 1972, on medical grounds.

[No. 29(4)Plant(B)/72.]

नई दिल्ली, 29 मई, 1972

का० आ० 2245.—इलायची बोर्ड में इलायची विकास के निदेशक श्री के० वी० जार्ज को डाक्टररी आधार पर 17 मार्च, 1972 से 6 मई, 1972 तक की अर्जित छुट्टी, 7 मई 1972 की छुट्टी को बाद में जोड़ने की अनुमति सहित, एतद्वारा मंजूर की जाती है।

[सं० फा० 29-(4)प्लांट (बी)/72]

RUBBER CONTROL

New Delhi, the 30th May 1972

S.O. 2246.—In pursuance of sub-section (2) of section 6A of the Rubber Act, 1947, (XXIV of 1947), the Central Government hereby appoints Shri T. V. Joseph, as Secretary, in the Rubber Board, Kottayam, in a substantive capacity with effect from the 18th February, 1964.

[No. F.21(5)Plant(B)/69.]

N. N. MALHAN,
Dy. Director.

रबड़ नियन्त्रण

नई दिल्ली, 30 मई, 1972

का० आ० 2246.—रबड़ अधिनियम, 1947 (1947 का 24) की धारा 6A की उपधारा (2) के अनुसरण में केन्द्रीय सरकार, श्री टी० वी० जोसेफ को 18 फरवरी, 1964 से रबड़ बोर्ड, कोट्टयम में सचिव के पद पर स्थायी रूप में एतद्वारा नियुक्त करती है।

[सं० फा० 21(5)-प्लांट (बी)/69]

एन० एन० मल्हन,
उप-निदेशक।

(Office of the Joint Chief Controller of Imports and Exports)

(Central Licensing Area)

ORDER

New Delhi, the 9th June 1971

S.O. 2247.—M/s. Verma Sports Industries, 73-74(B), Basti Nau, Jullundur were granted import licences No. P/M/2603606, dated 13th February, 1970 for Rs. 2,487/- & P/M/2603613, dated 18th February, 1970 for Rs. 1,955/-. They have applied for duplicate copies (Custom purposes) of licence on the ground that the original copies of the said import licences have been lost. It is further stated that the Original licences were not utilised at all and that the duplicate copies are required to cover the full amount.

In support of this contention the applicant has filed and affidavit. I am satisfied that the original Custom Purposes copies of licence No. P/M/2603606, dated 13th February, 1970 and P/M/2603613, dated 18th February, 1970 have been lost and direct that the duplicate licence should be issued to the applicant. The original Custom purpose copies of licences are cancelled.

[No. F.SG.20/OD.69/SC.IV/CLA/SG.23/OD.69/SC.V/CLA.]

D. S. MORKRIMA,

Dy. Chief Controller of Imports and Exports.

(Office of the Joint Chief Controller of Imports and Exports)

(Central Licensing Area)

ORDER

New Delhi, the 7th March, 1972

S.O. 2248.—The General Manager, Delhi Transport Corporation, Banda Bahadur Marg, Kingsway Camp, Delhi were granted Import Licence No. G/A/1015147 and G/A/1015148 dated 19th December, 1971 for Rs. 4,18,400/- and Rs. 1,55,000/- respectively for Import of permissible motor vehicle parts as per para-5 of appendix 26 of A.M.72 Red Book Vol-I against G.C.A. and U.K. Credit. They have applied for issue of duplicate copies of Custom purposes and exchange control copies thereof on the ground that original licences have been lost/misplaced without having been registered with any Customs authority and utilised at all.

The applicants have filed an affidavit in support of their condition as required under para 312(2) of I.T.C. Hand Book of Rules and Procedure, 1971. I am satisfied that the original customs purposes and exchange control copies have been lost/misplaced.

In exercise of the powers conferred on me under Section 9(CC) Import (Control) order, 1955, dated 7th December, 1955, I order the cancellation of Custom purposes and exchange control copies of the Import licence Nos. G/A/1015147 and G/A/1015148 dated 29th December, 1971.

The applicant is now being issued duplicate copies of the Custom purposes and Exchange control copies of the licences in accordance with the provisions of para 312(4) of I.T.C. Hand Book of Rules and Procedure 1971.

[No. F.O.J/AM.72/AU-Raj&Ad.Hoc/CLA/5051.]

D. S. MORKRIMA,

Dy. Chief Controller of Imports & Exports
for Jt. Chief Controller of Imports & Exports.

(मुख्य निर्यातक, आयात-निर्यात का कार्यालय)

(सी० एल० ए०)

आदेश

नई दिल्ली, 7 मई, 1972

एस० ओ० 2248.—दि जनरल मैनेजर, दिल्ली परिवहन निगम,
बन्दा बहादुर मार्ग, किंगज्वेव बॉम्बे दिल्ली को अप्रैल-मार्च 1972

की रैड बुक के परिशिष्ट 26 की कंडिका 5 के अनुसार सामान्य मुद्रा क्षेत्र और यू. के. क्रेडिट के अंतर्गत स्वीकृत मोटर गाड़ी-पुर्जों के आयात के लिए 4,18,400 रु० तथा 1,55,000 रु० के लिए, क्रमशः आयात लाइसेंस सं० जी/ए/1015147 तथा जी/ए/1015148 दिनांक 19-12-71 स्वीकृत किए गए थे। उन्होंने उपर्युक्त लाइसेंसों की अनुलिपि सीमाशुल्क कार्य संबंधी और मुद्रा विनियम नियंत्रण प्रतियों के लिए इस आधार पर आवेदन किया है कि मूल लाइसेंस बिना किसी सीमा शुल्क प्राधिकारी के पास पंजीकृत करवाए और बिना उपयोग किए ही खो गए हैं/अस्थानस्थ हो गए हैं।

आवेदक ने अपने तर्क के समर्थन में आयात व्यापार नियंत्रक नियम तथा कार्यविधि, हैड बुक, 1971 की कंडिका 312 (2) में अपेक्षित अनुसार एक शपथ पत्र दाखिल किया है। मैं संतुष्ट हूँ कि उपर्युक्त लाइसेंस की मूल सीमाशुल्क कार्यसंबंधी और मुद्रा विनियम नियंत्रण प्रतियां खो गई हैं/अस्थानस्थ हो गई हैं।

आयात (नियंत्रण) आदेश, 1955 दिनांक 7 दिसम्बर, 1955 की धारा 9 (सी सी) के अन्तर्गत प्रदत्त अधिकारों का प्रयोग कर मैं लाइसेंसों सं० जी/ए/1015147 तथा जी/ए/1015148 दिनांक 29-12-71 की सीमाशुल्क कार्य संबंधी और मुद्रा विनियम नियंत्रण प्रतियों को रद्द करने का आदेश देता हूँ।

आवेदक को अब आयात व्यापार नियंत्रण नियम तथा कार्यविधि पुस्तक, हैड बुक, 1971 की व्यवस्थाओं के अनुसार लाइसेंसों की अनुलिपि सीमा शुल्क कार्य संबंधी तथा मुद्रा विनियम नियंत्रण प्रतियां जारी की जा रही हैं।

[संख्या एफ० ओ० आई०/ए०/एम० 72/ए यू-राज गंड
एड हांक/सी एल ए/5051]

डी० एन० मोरक्रीमा,

उप मुख्य निर्यातक, आयात-निर्यात
कुत्ते संयुक्त मुख्य निर्यातक, आयात-निर्यात।

(Office of the Joint Chief Controller of Imports and Exports)

ORDER

New Delhi, the 25th January, 1972.

SUBJECT:—Order of cancellation of Customs purposes copy of licence No. P/S/1660858/CXX/38/R/31-32, dated 19th January, 1971 for Rs. 6,675/- (1st half of AM71) issued in favour of M/s. Shanti Industries, Rajkot.

S.O. 2249.—M/s. Shanti Industries, Rajkot, was granted import licence No. P/S/1660858/CXX/38/R/31-32 dated 19th January, 1971 for Rs. 6,675/- for the import of Taper Roller Bearings, Copper Tubes, Oil Seals and Sodium Cyanide for the licensing period April/March 71 from GCA. They have applied for duplicate copy of Customs purposes copy of the above mentioned licence on the ground that the original Customs purposes copy of the licence has been lost or misplaced. It is further stated that the original Customs purposes copy of the licence was not registered with any Customs House and not utilised.

2. In support of their contention, the applicant has filed an affidavit on stamped paper duly attested before Taluka Magistrate, Rajkot. I am satisfied that

the original Custom purposes copy of licence No. P/S/1660858/C/XX/38/R/31-32, dated 19th January, 1971 has been lost or misplaced and direct that a duplicate Customs purposes copy of licence should be issued to the applicant. The original licence No. P/S/1660858 dated 19th January, 1971 is cancelled.

[No. 1/72.]

(Sd.) Illegible

Dy. Chief Controller of Imports and Exports.
for Jt. Chief Controller of Imports & Exports

(Office of the Joint Chief Controller of
Imports and Exports)

(Central Licensing Area)

ORDERS

New Delhi, the 14th January, 1972.

S.O. 2250.—M/s. Gupta Chemicals, Bombay Agra Road, P.O. Umarya, Distt. Indore were granted import licence No. P/U 2615014/C dated 21st March, 1970 for Rs. 15,752/- for import of Drugs Medicines as per list attached. They have applied for the issue of duplicate copy of Customs Purposes copy of the said licence on the ground that the original has been lost/misplaced.

2. The applicants have filed an affidavit in support of their contention as required under para. 312 of ITC Hand Book of Rules and Procedure, 1971. I am satisfied that original Customs Purposes copy of the licence has been lost/misplaced. This licence had been utilised upto Rs. 3307/- leaving a balance of Rs. 12,445.

3. In exercise of the powers conferred on me under Section 9(cc) Import (Control) Order, 1955 dated 7th December, 1955, I order the cancellation of licence No. P/U/2615014/C dated 21st March, 1970 (Customs Purposes copy only).

4. The applicant is now being issued a duplicate copy of the Customs Purposes Copy of the licence for the unutilised balance of Rs. 12,445/- only in accordance with the provision of para. 312 of I.T.C. Hand Book of Rules and Procedure, 1971.

[No. File Handi/127/OD-69/SC-III/CLA.]

(संयुक्त मुख्य निर्यातक, आयात-निर्यात का कार्यालय)

(सी०एल०ए०)

आदेश

नई दिल्ली, 14 जनवरी 1972

एस० ओ० 2250.—सर्वश्री गुप्ता कैमिकल्स, बम्बई आगरा रोड, डाकघर उमरिया, जिला इंदौर, को लाइसेंस से संलग्न सूची के अनुसार भेषजों और दवाइयों के आयात के लिए 15,752 रु० के लिए एक आयात लाइसेंस सं० पी / यू / 2615014 / सी दिनांक 21-3-70 प्रदान किया गया था। उन्होंने लाइसेंस की सीमाशुल्क निकासी प्रति की अनुलिपि के लिए इस आधार पर आवेदन किया है कि मूल सीमाशुल्क निकासी प्रति खो गई है/अस्थानस्थ हो गई है।

2. अपने तर्क के समर्थन में आवेदक फर्म ने आयात व्यापार नियंत्रण नियम तथा प्रक्रिया हैड बुक, 1971 की कंडिका 312 में यथा अर्पणित एक शपथ-पत्र दाखिल किया है। मैं संतुष्ट हूँ कि लाइसेंस की मूल सीमाशुल्क निकासी प्रति खो गई है/अस्थानस्थ हो गई है। इस लाइसेंस पर 12445 रु० शेष छोड़ते हुए इसका उपयोग 3307 रु० तक कर लिया गया था।

3. आयात (नियंत्रण) आदेश, 1955 दिनांक 7-12-55 के खंड 9 (सी सी) के अंतर्गत प्रदत्त अधिकारों का प्रयोग करते हुए मैं लाइसेंस सं० पी/यू/2615014/सी दिनांक 21-3-70 (केवल सीमाशुल्क निकासी प्रति) को रद्द करने का आदेश देता हूँ।

4. अब आयात व्यापार नियंत्रण, नियम तथा प्रक्रिया हैड बुक, 1971 की कंडिका 312 की शर्त के अनुसार आवेदक को बिना उपयोग की गई शेष धनराशि 12445 रु० मात्र के लिए लाइसेंस की सीमा शुल्क निकासी प्रति की अनुलिपि जारी की जा रही है।

[संख्या हेन्डी/127/ओ डी-69/एस सी० 3/सी एल ए.]

New Delhi, the 18th February, 1972

S.O. 2251.—M/s. Bishwa Nath Aggarwala, 25-E/3, East Patel Nagar, New Delhi were granted import licence No. P/K/2621939/C dated 31st August, 1971, for Rs. 841/-. They have applied to this office for duplicate licence (Custom Purposes copy only) on the ground that the original one has been lost/misplaced without having been registered at any port and without being utilised at all.

In support of their contention the applicant has filed an affidavit on stamped paper. I am satisfied that the original Custom Purposes copy of the licence in question has been lost/misplaced and direct that duplicate copy thereof may be issued to the applicant for Rs. 841/-. The original Custom Purposes copy of licence No. P/K/2621939/C dated 31st August, 1971 is cancelled.

[No. File Silk-2/AJ.71/SC.V/CLA.]

A. L. BHALLA,
Dy. Chief Controller of Imports and Exports,
for Jt. Chief Controller of Imports and Exports.

नई दिल्ली, 18 फरवरी, 1972

एस० ओ० 2251.—सर्वश्री विश्वनाथ अग्रवाल, 26-ई/3, पूर्वी पटेल, नगर, नई दिल्ली को 841/ रुपए के लिए एक आयात लाइसेंस संख्या : पी/के/2621939/सी, दिनांक 31-8-71 प्रदान किया गया था। उन्होंने लाइसेंस की अनुलिपि (केवल सीमा-शुल्क निकासी प्रति) के लिए इस कार्यालय को इस आधार पर आवेदन किया है कि मूल लाइसेंस किसी पत्तन पर पंजीकृत कराए बिना और बिल्कुल उपयोग किए बिना खो गया / अस्थानस्थ हो गया है।

अपने तर्क के समर्थन में आवेदकों ने स्टाम्प कागज पर एक शपथ पत्र दाखिल किया है। मैं संतुष्ट हूँ कि विषयाधीन लाइसेंस की मूल सीमाशुल्क निकासी प्रति खो गई / अस्थानस्थ हो गई है और निदेश देता हूँ कि आवेदक को 841/रु० के लिए उसकी अनुलिपि जारी की जाए। लाइसेंस संख्या : पी/के/262193 सी, दिनांक 3-8-71 की मूल सीमाशुल्क निकासी प्रति रद्द की जाती है।

[संख्या सिल्क-2/एजे-71/एस सी०, 5/सीएलए]

ए० एल० भल्ला,

उप-मुख्य निर्यातक आयात-निर्यात,
कृते संयुक्त मुख्य निर्यातक, आयात-निर्यात।

(Office of the Joint Chief Controller of Imports and Exports)

ORDERS

Madras, the 13th January 1972

SUBJECT:—Cancellation of Exchange control copy of licence No. P/S/1599745/C/XX/30/V/27.23 dated 12th March, 1969 for Import of Rough Blanks other than Bifocal Blanks.

S.O. 2252.—M/s. Nagraj Opticians, 27-4-50, Main Road, Visakhapatnam-2, Andhra Pradesh, were granted a General Currency Area Licence No. P/S/1599745/C/XX/30/V/27.28 dated 12th March, 1969 for import of Rough Blanks other than Bifocal Blanks for Rs. 5,000/-. They have applied for duplicate Exchange control copy of licence on the ground that the original Exchange Control Purposes copy of the licence has been misplaced/lost. It is further stated that the original licence has been utilised upto Rs. 4436/-.

In support of this contention, the applicants have filed an affidavit. I am satisfied that the original Exchange Control Purposes copy of the above licence has been lost/misplaced and direct that the duplicate Exchange Control copy of the licence should be issued to the applicant. The original Exchange Control copy of licence is cancelled.

[No. SSI/130/AM.69.]

संयुक्त-मुख्य नियंत्रक आयात-निर्यात का कार्यालय

आदेश

मद्रास 13 जनवरी, 1972

विषय : वाइफोकल ब्लैंक्स से भिन्न रफ ब्लैंक्स के आयात के लिए जारी किए गए लाइसेंस संख्या पी०/एस/1599745/सी/एक्स एक्स/30/5/27-28, दिनांक 12-3-69 की मुद्रा विनियम नियंत्रण प्रति को रद्द करना।

एस० ओ० 2252.—सर्वश्री नागराज आर्टीशियन, 27-4-50 मेन रोड, विशाखापत्तनम-2, आन्ध्र प्रदेश को मुद्रा क्षेत्र से वाइफोकल ब्लैंक्स से भिन्न रफ ब्लैंक्स के आयात के लिए 5,000/- रुतया का एक एक आयात लाइसेंस संख्या पी०/एस/1599745/सी/एक्स एक्स/30/5/27-28, दिनांक 12-3-69 स्वीकृत किया गया था। उन्होंने उपर्युक्त लाइसेंस की अनुलिपि मुद्रा विनियम नियंत्रण प्रति के लिए इस आधार पर आवेदन किया है कि लाइसेंस की मूल मुद्रा विनियम प्रति अस्थानस्थ हो गई है/खो गई है। आगे यह बताया गया है कि 4436 रुपये तक के लिए लाइसेंस का उपयोग कर लिया गया है।

इस तर्क के समर्थन में आवेदक ने एक शपथपत्र दाखिल किया है। मैं संतुष्ट हूँ कि उपर्युक्त लाइसेंस की मूल मुद्रा विनियम नियंत्रण प्रति खो गई है। अस्थानस्थ हो गई है और निदेश देता हूँ कि आवेदक को अनुलिपि मुद्रा विनियम नियंत्रण प्रति जारी की जानी चाहिए। लाइसेंस की मूल मुद्रा विनियम प्रति रद्द की जाती है।

[संख्या एस० एस० आई०/130/एम०-69]

एम० वीराराघवन,

उप-मुख्य नियंत्रक, आयात-निर्यात।

Madras, the 11th February, 1972

SUB:—Cancellation of licence bearing No. P/S/1701523 (both Customs and Exchange) dated 10th August, 1971.

S.O. 2253.—M/s. Halima Industries, 39, Kondappa Chetty Street, Madras. 1, were issued a licence bearing No. P/S/1701523/C/XX/40/M/31.32 dated 10th August, 1971, for Rs. 2500/- for April/March 1971 period for import of the items, Aromatic Chemicals and Natural Essential oils. The firm have applied for issue of duplicate copies of both Customs and Exchange Control copies of licences in question on the ground that the original licences have been misplaced without having been utilised and all. In support of this contention, they have filed an affidavit.

I am satisfied that both the Customs and Exchange Control copies of the original licences have been lost and duplicate of the same may be issued to the firm.

The original customs and exchange control copy of the licence in question are hereby cancelled.

[No. Agar/560/AM.71/SSI.I.]

मद्रास, 11 फरवरी 1972

विषय : लाइसेंस संख्या : पी०/एस/1701523 (दोनों सीमाशुल्क तथा मुद्रा विनियम) दिनांक 10-8-71 को रद्द करना।

एस० ओ० 2253.—सर्वश्री हेलीमा इंडस्ट्रीज, 39, कंडप्पा चैट्टी स्ट्रीट, मद्रास-1 को अप्रैल/मार्च, 1971 अवधि के लिए एरोमैटिक कैमिकल्स तथा प्राकृतिक सुगन्धित तेलों के आयात के लिए 2500 रुपये के लिए लाइसेंस संख्या : पी०/एस/1701523/सी/एस एक्स/40/एम/31-32, दिनांक 20-8-71 जारी किया गया था। फर्म ने विषयाधीन लाइसेंस की सीमाशुल्क तथा मुद्रा विनियम नियंत्रण प्रतियों दोनों की अनुलिपि प्रतियों को जारी करने के लिए इस आधार पर आवेदन किया है कि मूल लाइसेंस बिना कुछ भी उपयोग किए अस्थानस्थ हो गया है। इस तर्क के समर्थन में उन्होंने एक शपथपत्र दाखिल किया है।

2. मैं संतुष्ट हूँ कि मूल लाइसेंस की दोनों प्रतियां सीमाशुल्क तथा मुद्रा विनियम नियंत्रण खो गई हैं तथा उक्त को अनुलिपि फर्म को जारी की जानी चाहिए।

3. विषयाधीन मूल लाइसेंस की सीमाशुल्क तथा मुद्रा विनियम नियंत्रण प्रतियों को इसके द्वारा रद्द किया जाता है।

[संख्या अगर/560/ए० एम०-71/एस० एस० आई० आई०]

SUBJECT.—Cancellation of Exchange Control Copy of licence bearing No. P/S/1669213, dated 15th January, 1971.

S.O. 2254.—M/s. M. S. T. V. Neethimohan and Company, Madurai, were issued a licence bearing No. P/S/1669213, dated 15th January, 1971, for April/March, 1971 period for import of the items "Aromatic Chemicals" (S. No. 22.31/V) for Rs. 20,502/-. The firm have applied for issue of duplicate of the Exchange Control copy of the above licence in question on the ground that the original Exchange Control Copy has been lost after partly utilising the same for Rs. 16,404. In support of this contention, they have filed an affidavit.

I am satisfied that the Exchange Control copy of the original licence has been lost and duplicate of the same be issued to the firm.

The original Exchange Control copy of the licence in question is hereby cancelled.

[No. Agar/233/AM.71/SSI.I.]

M. VIRARAGHAVAN,

Dy. Chief Controller.

विषय :—लाइसेंस सं० पी०/एस/1669213, दिनांक 15-1-71 की मुद्रा विनिमय नियंत्रण प्रति को रद्द करना।

एस० ओ० 2254.—सर्वश्री एम० एस० टी० वी० नीथिमोहन एंड कं० मुद्रुई को अप्रैल-मार्च, 1971 के लिए “एरोमेटिक केमि-कल्स” (क्र० सं० 22-31/5) मर्दों के आयात के लिए 20,502 रुपए का लाइसेंस सं० पी०/एस/1669213 दिनांक 15-1-71 प्रदान किया गया था। फर्म ने उपर्युक्त विषयाधीन लाइसेंस की मुद्रा विनिमय नियंत्रण प्रति जारी करने के लिए इस आधार पर आवेदन किया है कि उस लाइसेंस का आंशिक रूप में उपयोग करने के बाद मूल मुद्रा विनिमय नियंत्रण प्रति खो गई है। इस तर्क के समर्थन में आवेदक ने एक शपथ-पत्र दाखिल किया है।

मैं संतुष्ट हूँ कि मूल लाइसेंस की मुद्रा विनिमय नियंत्रण प्रति खो गई है और फर्म को उसकी अनुलिपि प्रति जारी की जानी चाहिए।

विषयाधीन लाइसेंस की मूल मुद्रा विनिमय नियंत्रण प्रति रद्द एतद्वारा रद्द की जाती है।

[संख्या अग्र/233/ए०.एम० 71/एस० एस० आई० 1]

आई० ए० रशीव,

उप-मुख्य नियंत्रक, आयात-निर्यात।

(Office of the Joint Chief Controller of Imports and Exports)

ORDER

Calcutta, the 23rd February, 1972

SUBJECT.—Order for Cancellation of customs purposes copy of licence No. P/E/0179511/C/XX/35/C/31-32, dated 8th June, 1970 for Rs. 4,787. Rs. 4,787.

S.O. 2255.—M/s. Mitter Foreign Trade Corporation, Calcutta, were granted licence No. P/E/0179511/C/XX/35/C/31-32, dated 8th June, 1970 for Rs. 4,787 for import of parts of machinery when required for industries and undertakings other than cinema and refrigeration and also other than spare parts of machinery falling under S. N. 65 (1-4) (VII) (A) and (B) of part V for the licensing period A-M'71. They have applied for duplicate of customs purpose copy of the licence on the ground that the original has been lost or misplaced. It is further stated that the original customs purposes copy of the licence has been registered with the Calcutta customs and partly utilised to the extent of Rs. 493.78 leaving a balance of Rs. 4,293.22.

In support of this contention, the applicant has filed an affidavit on stamped paper duly affirmed before Notary Public. I am satisfied that the original customs purposes copy of licence No. P/E/0179511/C/XX/35/C/31-32, dated 8th June, 1970, has been lost or misplaced and direct that a duplicate customs purposes copy of the licence should be issued to the applicant. The original customs purposes copy of the licence is cancelled.

[No. 85(5) (III)-V/29/70-71/ET-I.]

M. S. PURI,

Dy. Chief Controller of Imports & Exports.

(संयुक्त-नियंत्रक मुख्य, आयात-निर्यात का कार्यालय)

आदेश

कलकत्ता, 23 फरवरी 1972

विषय : 4787 रुपये के लिए लाइसेंस संख्या पी०/ई०/179511/सी/एक्स एक्स/35 सी, दिनांक 8-6-70 की सीमाशुल्क प्रयोजन प्रति को रद्द करने के लिए आदेश।

एस० ओ० 2255.—सर्वश्री मित्तर फारेन ट्रेड कार्पो० कलकत्ता को सिनेमा तथा प्रशीतन से भिन्न तथा लाइसेंस अवधि अप्रैल-मार्च, 71 के लिए भाग 5 की क्रम संख्या 65(1-4)(7) (ए) तथा (बी) के अन्तर्गत आने वाले मशीन के फालतू पुर्जों से भी भिन्न औद्योगिक तथा प्रक्रमों को जब जरूरत थी, मशीन के फालतू पुर्ज के आयात के लिए 4,787/- रुपये के लिए लाइसेंस सं० पी०/ई०/179511-सी/एक्स एक्स/35/सी/31/32, दिनांक 8-6-70 प्रदान किया गया था। उन्होंने लाइसेंस की सीमा शुल्क प्रयोजन की अनुलिपि के लिए इस आधार पर आवेदन किया है कि मूल खो गया है या अस्थानस्थ हो गया है। आगे यह बताया गया है कि लाइसेंस की मूल सीमा शुल्क प्रयोजन प्रति कलकत्ता सीमाशुल्क के पास पंजीकृत कराई गई है और 4,293.22 रुपये शेष छोड़ कर 493.78 रुपये की सीमा तक उसका ग्रंथ प्रयोग कर लिया गया है।

इस तर्क के समर्थन में आवेदक ने नोटरी पब्लिक के सामने विधिवत निश्चित किए हुए सटम्प कागज पर शपथ पत्र दाखिल किया है। मैं संतुष्ट हूँ कि लाइसेंस संख्या पी०/ई०/179522 सी/एक्सएक्स/35/सी/31/32, दिनांक 8-6-70 की मूल सीमा शुल्क प्रयोजन प्रति खो गई है या अस्थानस्थ हो गई है और निदेश देता हूँ कि लाइसेंस की अनुलिपि सीमाशुल्क प्रयोजन प्रति आवेदक को जारी की जानी चाहिए। लाइसेंस की मूल सीमा शुल्क प्रयोजन प्रति रद्द की जाती है।

[संख्या 65(5)(3)-5/29/70-71-ईआई-1]

एम० एस० पुरी,

उप-मुख्य नियंत्रक, आयात-निर्यात।

(Office of the Chief Controller of Imports and Exports)

ORDER

New Delhi, the 24th March, 1972

S.O. 2257.—M/s. Mopeds India Ltd., No. 1, V. Palaniswamy Naidu Street, Avanashi Road, Colmbatore-18, were granted one licence No. P/D/2185896 (in duplicate), dated 19th October, 1971, from French Credit for the import of CKD Components and raw materials for manufacture of mopeds for Rs. 6,25,000. They have requested for the issue of duplicate E.C. Copy of the above licence on the ground that E.C. copy of the original licence has been misplaced by them without having been utilised at all.

2. In support of their contention the applicant has filed Affidavit. The undersigned is satisfied that the original E.C. Copy of the licence mentioned above has been misplaced and orders that the same may be

(treated as cancelled. Duplicate E.C. Copy of the licence is being issued to the applicant separately.

[No. Auto-M-5(1)/AM-72/RM4.]

(मुख्य नियंत्रक, आयात-निर्यात का कार्यालय)

आदेश

नई दिल्ली, 24 मार्च 1972

एस० ओ० 2557.—सर्वश्री मोपेट्स इंडिया लि०, नं० 1, वी. पालानिवासी नायडू स्ट्रीट, अवनानी रोड, कोयम्बटूर-18, को मोपेट्स के निर्माण के लिए सी० के० डी० संघटकों तथा कच्चे माल के आयात के लिए फ्रेंच क्रेडिट से 6,25,000 रु० के लिए एक आयातलाइसेंस सं० पी/डी/2185896 (दो प्रतियों में) दिनांक 19-10-1971 को प्रदान किया गया था। उन्होंने उपर्युक्त लाइसेंस की मुद्रा विनिमय नियंत्रण प्रति की अनुलिपि के लिए इस आधार पर किया है कि मूल लाइसेंस की मुद्रा विनिमय नियंत्रण प्रति बिना कुछ भी उस का उपयोग किए ही उन के द्वारा प्रस्थानास्थ हो गई है।

2. अपने तर्क के समर्थन में आवेदक ने एक शपथ पत्र दाखिल किया है। अधोहस्ताक्षरी सन्तुष्ट है कि उपर्युक्त उल्लिखित लाइसेंस की मुद्रा विनिमय नियंत्रण प्रति प्रस्थानास्थ हो गई है और आदेश देता है कि उसका रद्द किया गया समझा जाए। लाइसेंस की मुद्रा विनिमय नियंत्रण प्रति आवेदक को अलग से जारी की जा रही है।

[संख्या आटो एम-5 (1) एएम-72/आरएम-4]

(Office of the Chief Controller of Imports and Exports)
New Delhi, the 25th April 1972

S.O. 2253.—The following amendments may be made in this office order No. NB/12.B/70.71/RMI/3334, dated 19th January, 1972.

(i) In the penultimate sentence of para 1 for the words "has been fully utilised" read "has not been utilised".

(ii) In the ultimate sentence of para 1 for the words "was registered with Bombay Custom House, Bombay" read "was not registered with any customs authority."

[No. NB/12.B/70.71/RMI/148.]

[G. D. Bahall]

Dy. Chief Controller of Imports and Exports.
मुख्य नियंत्रक आयात-निर्यात का कार्यालय)

आदेश

नई दिल्ली, 25 अप्रैल 1972

एस० ओ० 2256 कार्यालय आदेश संख्या एनबी/12. बी/70-71/आरएम-1/3334, दिनांक 19-1-1970 में निम्न-लिखित संशोधन किए जाएं :—

- (1) कंडिका 1 की अन्तिम पंक्ति से पहली पंक्ति में "पूर्ण रूप" से उपयोग कर लिया गया है" शब्दों के लिए "उपयोग नहीं किया गया है" पढ़ें।
- (2) कंडिका 1 की अन्तिम पंक्ति में "बम्बई सीमा-शुल्क कार्यालय, बम्बई के पास पंजीकृत करवाया गया था" शब्दों के लिए "किसी भी सीमा-शुल्क प्राधिकारी के पास पंजीकृत नहीं करवाया गया था" पढ़ें।

[संख्या एनबी/12. बी/70-71/आरएम-1/148]

जी० डी० बहल

उप मुख्य नियंत्रक आयात-निर्यात।

New Delhi, the 26th April 1972

S.O. 2258.—M/s. Ballarpur Paper and Straw Board Mills Ltd., Shree Gopal Division, Thapar House, 124 Janpath, New Delhi-1, were granted Import Licence No. P/D/2188889/S/GN/31/H/29. Paper, dated 28th April, 1969 under West German Credit for import of spare parts of Machinery for manufacture of paper valued at Rs. 3,27,870 only.

2. They have requested for the issue of duplicate Customs Purposes copy of the above said licence on the ground that the original Customs Purposes Copy has been lost. It has been further reported by the licensee that the licence had an unutilised balance of Rs. 2,08,530. The licence was registered with the Calcutta Custom House.

3. In support of their contention, the applicants have filed an affidavit. The undersigned is satisfied that the original customs purposes copy of Import Licence No. P/D/2188889, dated 28th April, 1969 has been lost and directs that a Duplicate Customs Purposes Copy of the said licence should be issued to the applicants. The original Customs Purposes Copy is cancelled.

4. The Duplicate Customs Purposes Copy of the licence is being issued separately.

[No. Paper/78/1/68-69/R.M.II.]

नई दिल्ली 26 अप्रैल, 1972

एस० ओ० 2258 सर्वश्री बल्लरपुर पेपर तथा स्ट्रा बोर्ड मिल लि०, श्री गोपाल डिवीजन, थापर हाउस, 12, जनपथ, नई दिल्ली-1 को पश्चिम जर्मन क्रेडिट के अन्तर्गत कागज बनाने के लिए मशीन के फालतू पुर्जों के आयात के लिए 3,27, 870 रुपये के लिए आयात लाइसेंस संख्या पी/डब्ल्यू/ 2168889/एस/ जी एन/31/एच/29-कागज, दिनांक 28-4-1969 प्रदान किया गया था।

2. उन्होंने उपर्युक्त लाइसेंस की अनुलिपि सीमा-शुल्क प्रयोजन प्रति के लिए इस आधार पर आवेदन किया है कि मूल सीमा-शुल्क प्रयोजन प्रति खो गई है। लाइसेंसधारी द्वारा आगे यह सूचना दी गई है कि लाइसेंस पर 2,08,530 रुपये तक उपयोग करना बाकी था। लाइसेंस को कलकत्ता के सीमा-शुल्क कार्यालय में पंजीकृत कराया गया था।

3. अपने तर्क के समर्थन में आवेदकों ने एक शपथ-पत्र दाखिल किया है। अधोहस्ताक्षरी सन्तुष्ट है कि लाइसेंस संख्या पी/डब्ल्यू/2168889, दिनांक 28-4-1969 की मूल सीमा-शुल्क प्रयोजन प्रति खो गई है और निदेश देता है कि उक्त लाइसेंस की अनुलिपि सीमा-शुल्क प्रयोजन प्रति आवेदकों को जारी की जानी चाहिए। मूल सीमा-शुल्क प्रयोजन प्रति को रद्द किया जाता है।

4. लाइसेंस की अनुलिपि सीमा-शुल्क प्रयोजन प्रति अलग से जारी की जा रही है।

[संख्या पेपर/78/1/68-69/आरएम-21]

S.O. 2259.—M/s. Tribunal issues Limited, 8, Middleton Street, Calcutta-16, were granted Import Licence P/D/2176716/S/AN/37/H/31-32/Paper, dated 23th December, 1970, under U.S. AID Loan for import of Wood Pulp valued at Rs. 4,28,225 only.

2. They have requested for the issue of duplicate Customs Purposes copy of the above said licence on the ground that the original Customs Purposes Copy

has been lost or misplaced by them. It has been further reported by the licensee that the licence had an unutilized balance of Rs. 3,00,841. The licence was registered with the Calcutta Customs House.

3. In support of their contention, the applicants have filed an affidavit. The undersigned is satisfied that the original Customs purposes copy of Import Licence No. P/D/2176716, dated 23rd December, 1970 has been lost or misplaced and directs that a Duplicate Customs Purposes Copy of the said licence should be issued to the applicant. The original Customs Purposes Copy is cancelled.

4. The Duplicate Customs Purposes Copy of the licence is being issued separately.

[No. PAPER/3/2/70-71/RM.II.]

एस० ओ० 2259.—सर्वश्री त्रिवेणी टिसूज लिमिटेड, 3, मिडल्टन स्ट्रीट, कलकत्ता-16 को संयुक्त राज्य अमरीका ए० आई० डी० लोन के अन्तर्गत काष्ठ लुगदी के आयात के लिए 4,28,225/- रुपये मात्र के लिये आयात लाइसेंस संख्या पी/डी/2176716/एस/एएन/37/एच/31-32/पेपर दिनांक 23-12-1970 प्रदान किया गया था ।

2. उन्होंने उपर्युक्त लाइसेंस की अनुलिपि सीमा-शुल्क प्रयोजन के लिए इस आधार पर आवेदन किया है कि उनके द्वारा मूल सीमा-शुल्क प्रयोजन प्रति खो गई है या अस्थानस्थ हो गई है । लाइसेंस-धारी द्वारा आगे यह सूचना दी गई है कि लाइसेंस पर 30841 रुपये उपयोग करना बाकी था । लाइसेंस को कलकत्ता सीमा-शुल्क कार्यालय में पंजीकृत कराया गया था ।

3. अपने तर्क के समर्थन में आवेदकों ने एक शपथ पत्र दाखिल किया है । अधोहस्ताक्षरी सन्तुष्ट है कि आयात लाइसेंस संख्या पी/डी/2176716/-दिनांक 23-12-1970 की मूल सीमा-शुल्क प्रयोजन प्रति खो गई है या अस्थानस्थ हो गई है और निदेश देता है कि उपर्युक्त लाइसेंस की अनुलिपि सीमा-शुल्क प्रयोजन प्रति आवेदक को जारी की जानी चाहिए । मूल सीमा-शुल्क प्रयोजन प्रति रद्द की जाती है ।

4. लाइसेंस की अनुलिपि सीमा-शुल्क प्रयोजन प्रति अलग से जारी की जा रही है ।

[संख्या पेपर/3/2/70-71/आरएम-2]

New Delhi, the 8th May 1972

S.O. 2260.—M/s. Indian Tube Company Ltd., Calcutta were granted import licence No. P/D/2184614 dated 30th July, 1971 from Central Area for the import of spare parts for Rs. 2,92,000. They have requested for the issue of duplicate Exchange Control copy of the licence on the ground that the original Exchange Control copy has been lost by them. It has been further reported by the licensee that the licence has been utilised for Rs. 17,643. The licence was registered with Calcutta Custom House, Calcutta.

In support of their contention, the applicant have filed an affidavit. The undersigned is satisfied that the Import licence No. P/D/2184614 dated 30th July, 1971 (Exchange Control copy) has been lost and directs that duplicate Exchange Control copy of the said licence should be issued to them. The original Exchange Control copy of the licence is cancelled.

[No. PT/3. A. B./71. 72/RMI/289.]

G. D. BAHL.

Dy. Chief Controller of Imports & Exports
for Chief Controller of Imports & Exports.

नई दिल्ली 8 मई, 1972

का० आ० 2260.—सर्वश्री इडियन ट्यूब क० लि०, कलकत्ता को सामान्य क्षेत्र से फास्त पुजा के आयात के लिये 2 98,000 रु० का एक आयात लाइसेंस संख्या : पी/डी/2184614 दिनांक 30-7-1971 स्वीकृत किया गया था । उन्होंने उपर्युक्त लाइसेंस को अनुलिपि मुद्रा विनिमय नियंत्रण प्रति के लिए इस आधार पर आवेदन किया है कि मूल मुद्रा विनिमय नियंत्रण प्रति खो गई है । लाइसेंस धारी द्वारा आगे यह सूचना दी गई है कि 17,643 रु० के लिए लाइसेंस का उपयोग कर लिया गया है । लाइसेंस सीमा-शुल्क कार्यालय, कलकत्ता के पास पंजीकृत करवाया गया था ।

अपने तर्क के समर्थन में आवेदकों ने एक शपथ-पत्र दाखिल किया है । अधोहस्ताक्षरी सन्तुष्ट है कि आयात लाइसेंस संख्या पी/डी/2184614, दिनांक 30-7-1971 (मुद्रा विनिमय नियंत्रण प्रति) खो गया है और निदेश देता है कि उन्हें उपर्युक्त लाइसेंस की अनुलिपि मुद्रा विनिमय नियंत्रण प्रति जारी की जानी चाहिए । लाइसेंस की मूल मुद्रा विनिमय प्रति रद्द की जाती है ।

[सं० पी टी/आ० बी०/71-72/आर एम 1/289]

जी० डी० बहल,

उप-मुख्य नियंत्रक, आयात-निर्यात
छूते मुख्य नियंत्रक, आयात-निर्यात ।

(Office of the Chief Controller of
Imports and Exports)

ORDERS

New Delhi, the 21st April 1972

S.O. 2261.—M/s. National Mineral Development Corporation Ltd., New Delhi-1, were granted a Customs Clearance Permit No. I/J/2338854, dated 15th January, 1970 for Rs. 1,170 (Rupees one thousand, one hundred and seventy only). They have applied for the issue of a duplicate Customs Clearance Permit on the ground that the original Customs Clearance Permit has been lost/misplaced. It is further stated that the original Customs Clearance Permit was not registered with any Customs authorities. It was utilised for Nil Value and the balance available on it was Rs. 1 170 (Rupees one thousand, one hundred and seventy only).

2. In support of this contention the applicant has filed an affidavit along with a certificate from Notary Public, Union Territory, Delhi. I am accordingly satisfied that the original Customs Clearance Permit has been lost. Therefore, in exercise of the powers conferred under Sub-Clause 9 (c) of the Import (Control) Order, 1955 dated 7th December, 1955, as amended, the said original Customs Clearance Permit No. I/J/2338854, dated 15th January, 1970 issued to M/s. National Mineral Development Corporation Ltd., New Delhi is hereby cancelled.

3. A duplicate Customs Clearance Permit is being issued separately to the licensee.

[No. UD/1-N/69-70/PLS(A).]

(मुख्य नियंत्रक, आयात-निर्यात का कार्यालय)

नई दिल्ली, 22 अप्रैल 1972

आदेश

नई दिल्ली, 21 अप्रैल, 1972

एस० आ० 2261.—सर्वश्री राष्ट्रीय खनिज विकास निगम लि० नई दिल्ली-1 को 1,170 रु० (केवल एक हजार एक सौ सत्तर रु०) के लिए एक सीमाशुल्क निकासी परमिट सं० आई० जे०/2338854, दिनांक 15-1-1970 प्रदान किया गया था। उन्होंने अनुलिपि सीमाशुल्क निकासी परमिट के लिए इस आधार पर आवेदन किया है कि मूल सीमाशुल्क निकासी परमिट खो गया है 'अस्थानस्थ' हो गया है। आगे यह बताया गया है कि मूल सीमाशुल्क निकासी परमिट को किसी सीमाशुल्क प्राधिकारी के पास पंजीकृत नहीं कराया गया था। इस का कुछ भी उपयोग नहीं किया गया था और उस पर 1,170 रु० (केवल एक हजार एक सौ सत्तर रु०) शेष उपलब्ध है।

2. अपने तर्कों के समर्थन में आवेदक ने नोटरी पब्लिक, मध्य शासित राज्य दिल्ली से प्राप्त एक प्रमाण पत्र के साथ एक शपथ पत्र दाखिल किया है। तदनुसार, मैं सन्तुष्ट हूँ कि मूल सीमाशुल्क निकासी परमिट खो गया है। इसलिए, यथा संशोधित आयात (नियंत्रण) आदेश, 1955 दिनांक 7-12-1955 की उप-धारा 9 (सी सी) में प्रदत्त अधिकारों का प्रयोग कर सर्वश्री राष्ट्रीय खनिज विकास, नई दिल्ली-1 को जारी किए गए उक्त मूल सीमाशुल्क निकासी परमिट सं० आई० जे० 2338854 दिनांक 15-1-1970 को इस के द्वारा रद्द किया जाता है।

3. लाइसेंसधारी को एक अनुलिपि सीमाशुल्क निकासी परमिट अलग से जारी की जा रही है।

[संख्या यूडी/1 एन/69-70/-पी एल एस(ए)]

New Delhi, the 22nd April 1972

S.O. 2262.—M/s. The State Trading Corporation of India Ltd., New Delhi were granted licence No. G/T/2389463, dated 31st July, 1971 from G.C.A. for import of Cryolite to the value of Rs. 3,90,00,000/- and later on it was made valid for the import of Sodium Borate to the extent of Rs. 22,57,000/- and Cryolite to the extent of Rs. 1,90,00,000/- and item Benzine Dihydro Chloride was also allowed. They have requested for the issue of duplicate Customs purposes copy of the licence on the ground that the original customs copy of the licence has been lost by them. It has been further reported by the licensee that the licence has been registered with Bombay port only.

In support of their contention, the applicant have filed an affidavit. The undersigned is satisfied that the original Customs Purposes Copy of the licence No. G/T/2389463 dated 31st July, 1971 has been lost and direct that a duplicate Customs copy of the said licence should be issued to them. The original Customs, purposes copy is hereby Cancelled.

The duplicate Customs Copy of the licence is being issued separately.

[No. STC/Misc-132/71-72/RM Cell/118.]

SARDUL SINGH,

Dy. Chief Controller of Imports & Exports.

का० आ० 2262.—सर्व श्री भारतीय राज्य व्यापार निगम, लि०, नई दिल्ली को सामान्य मुद्रा क्षेत्र से क्रायोलाइट के आयात के लिए 3,90,00,000 रु० के लिए लाइसेंस सं० जी/टी/2389463 दिनांक 31-7-71 प्रदान किया गया था और आगे चल कर इसे सोडियम बोरेट के आयात के लिए 22,57,000 रु० की सीमा तक बंध किया गया था और क्रायोलाइट के लिए 1,90,00,000 रु० तक तथा मद बेजिन डाइहाइड्रो क्लोराइड की भी स्वीकृति दी गई थी।

उन्होंने लाइसेंस की अनुलिपि सीमाशुल्क प्रयोजन प्रति के लिए इस आधार पर आवेदन किया है कि मूल सीमाशुल्क प्रयोजन प्रति उनसे खो गई है। लाइसेंसधारी द्वारा आगे यह बताया गया है कि लाइसेंस को केवल बम्बई बन्दरगाह में पंजीकृत कराया गया था।

अपने तर्कों के समर्थन में आवेदन में ने एक शपथ पत्र दाखिल किया है। अटोहस्ताक्षरी सन्तुष्ट है कि लाइसेंस सं० जी/टी/2389-463 दिनांक 31-7-71 को मूल सीमाशुल्क प्रयोजन प्रति खो गई है और निवेदन देता है कि उक्त लाइसेंस की अनुलिपि सीमाशुल्क प्रयोजन प्रति उनको जारी की जानी चाहिए। मूल सीमाशुल्क प्रयोजन प्रति एतद्वारा रद्द की जाती है।

[संख्या एसटीसी/मिस-132/71-72/आर एस० सेल/118]

सरदूल सिंह,

उप मुख्य नियंत्रक, आयात-निर्यात।

(Office of the Chief Controller of Imports and Exports)

ORDER

New Delhi, the 22nd April 1972

S.O. 2263.—Mr. Shyam Sunder Mukherjee c/o Embassy of India, Aden, South Yeman. (C/o Shri S. B. Guha XY-76, Sarojini Nagar, New Delhi-23) who was granted Custom Clearance Permit No. P/J/3037149/N/MP/40/H/33-34, dated 9th August 1971 for Rs. 17,000 only for import of a 1969 Fiat 125 Car has applied for a duplicate copy of the Custom Clearance permit as the original Customs Clearance Permit has been inadvertently spoiled by him. It is further stated that the original Custom Clearance Permit was not registered with any Custom House and not utilised.

In support of this contention Mr. Shyam Sunder Mukherjee has filed an affidavit. He has returned the Custom Clearance Permit to this office for cancellation and record. The original Custom Clearance Permit No. P/J3037149/N/MP/40/H33-34, dated 9th August 1971 has since been cancelled and I direct that a duplicate Custom Clearance Permit should be issued to him. The original Custom Clearance Permit may be treated as cancelled.

[No. F/2(A-61)/71-72/BLS/401.]

(Sd.) Illegible.

Dy. Chief Controller of Imports & Exports.

(मुख्य नियंत्रक, आयात-निर्यात का कार्यालय)

आदेश

नई दिल्ली, 22 अप्रैल, 1972

एस० ओ० 2263.—श्री श्याम सुन्दर मुखर्जी द्वारा भारत का राजदूतावास, अदन दक्षिण यमन (द्वारा श्री एस० बी० गुहा एक्स वार्ड-76, सरोजनी नगर, नई दिल्ली-23) को एक 1969 फिएट 125 कार के आयात के लिए 17,000 रु० का एक सीमाशुल्क निकासी परमिट सं० -पी/जे/3037149/एन/एम पी/40/एच/33-34, दिनांक 9-8-71 प्रदान किया गया था उन्होंने सीमाशुल्क निकासी परमिट की अनुलिपि प्रति के लिए आवेदन किया है क्योंकि मूल सीमाशुल्क निकासी परमिट अनजाने ही उनसे नष्ट हो गया है। आगे यह उल्लेख किया गया है कि मूल सीमाशुल्क निकासी परमिट किसी सीमाशुल्क कार्यालय में पंजीकृत नहीं कराया गया था और उसका उपयोग नहीं किया गया था।

इस तर्क के समर्थन में श्री श्याम सुन्दर मुखर्जी ने एक शपथ-पत्र दाखिल किया है। उन्होंने सीमाशुल्क निकासी परमिट को रद्द करने तथा रिकार्ड के लिए इस कार्यालय को लौटा दिया है। चूंकि मूल सीमाशुल्क निकासी परमिट सं० पी/जे/3037149/एन/एम पी/एच/33-34, दिनांक 9-8-71 को रद्द कर दिया गया है और मैं निदेश देता हूं कि अनुलिपि सीमाशुल्क निकासी परमिट उनको जारी की जानी चाहिए। मूल सीमाशुल्क निकासी परमिट को रद्द किया गया समझा जाए।

[संख्या 2(ए-61)/71-72/बी०एल०एम/401]

कैलास कपूर,

उप मुख्य नियंत्रक, आयात-निर्यात।

(Office of the Chief Controller of Imports and Exports
ORDERS

New Delhi, the 25th April, 1972

S.O. 2264.—M/s. Jaya Shree Textiles and Industries Limited (Unit Porcelain Insulator Factory), Morepukur Road, District Hooghly, West Bengal, were granted Import Licence No. P/C/2062140/S/GN/38/H/31-32 dated 16th January, 1971 for Rs. 2,56,619. They have applied on 15th March, 1972, for issue of duplicate import licence (both the E.C. as well as Customs copy) on the ground that original import licence (both the copies) has been lost without registering with any Custom Office and without utilising at all.

2. In support of their request the applicants have filed an affidavit duly sworn before Oath Commissioner, Delhi, and have also paid requisite fee. I am satisfied that the original licence has been lost. Therefore, in exercise of the powers conferred on me under sub-clause 9(cc) of the Imports (Control) Order, 1955, dated the 7th December, 1955 as amended, the said original licence No. P/C/2062140/S/GN/H/31-32, dated 16th January, 1971 (both the copies) issued to said M/s. Jaya Shree Textiles and Industries Limited, is hereby cancelled.

3. Duplicate of the aforesaid licence (both the copies) for full c.i.f. value of Rs. 2,56,619 is being issued separately.

[No. 33(20)/68-69/CG.IV.]

(मुख्य नियंत्रक आयात निर्यात का कार्यालय)

आदेश

नई दिल्ली, 25 अप्रैल, 1972

एस० ओ० 2264.—सर्वश्री जय श्री टेक्सटाइल तथा इन्डस्ट्रीज लि० (यूनिट पोर्सलैन इन्सुलेटर फैक्ट्री) मोरपुकूर रोड, जिला हुगली, पूर्वी बंगाल को 256619/- रुपये के लिए आयात लाइसेंस संख्या पी/सी/2062140/एस/जीएन/38/एच/31-32, दिनांक 16-1-71 प्रदान किया गया था। उन्होंने 15-3-72 को अनुलिपि आयात लाइसेंस (दोनों प्रतियां मुद्रा विनिमय नियंत्रण तथा सीमाशुल्क प्रति) के लिए इस आधार पर आवेदन किया है कि बिना किसी सीमाशुल्क कार्यालय में पंजीकृत कराए और बिना कुछ भी उपयोग किए ही मूल आयात लाइसेंस (दोनों प्रतियां) खो गया है।

2. अपने अनुरोध के समर्थन में आवेदक ने शपथ अधिकारी, दिल्ली के सामने विधिवत् कसम लेकर शपथ-पत्र दाखिल किया है तथा उसके लिए आवश्यक शुल्क भी जमा किया है। मैं संतुष्ट हूं कि मूल लाइसेंस खो गया है। इसलिए यथासंशोधित आयात (नियंत्रण) आदेश, 1955, दिनांक 7-12-55 की उपधारा 9 (सीसी) में प्रदत्त अधिकारों का प्रयोग कर उक्त लाइसेंस संख्या पी/सी/2062140/एस/जीएन/एच/31-32, दिनांक 16-1-71 (दोनों प्रतियों) को जो सर्वश्री टेक्सटाइल तथा इन्डस्ट्रीज लि० को जारी किया गया था, इसके द्वारा रद्द किया जाता है।

3. 256619/- रुपये के पूरा लागत बीमा भाड़ा मूल्य के लिए उपयुक्त लाइसेंस (दोनों प्रतियों) की अनुलिपि अलग से जारी की जा रही है।

[संख्या 33(20)/68-69/सीजी-4]

New Delhi, the 27th April 1972

S.O. 2265.—M/s. The Goldfilled Mercantile Co-Bombay were granted an Import licence No. P/C/2061623/CXX/36/H/31-32/CG. IV, dated 15th July, 1970. They have applied for the issue of a duplicate copy of the said licence on the ground that the original import licence (both copies) has been misplaced or otherwise lost. It is further stated that the original licence was neither registered with any customs authority nor utilised at all. The total amount for which the licence was issued is Rs. 2,90,000 and the total amount for which the original copy was utilised is Rs. nil.

2. In support of this contention, the applicant has filed an affidavit duly sworn in before the Presidency Magistrate, Maharashtra State, Bombay and has also paid the requisite application fee. I am accordingly satisfied that the original Customs as well as Exchange Control copies of the said licence have been lost. Therefore in exercise of the powers conferred under Sub-clause 9(cc) of the Imports (Control) Order, 1955, dated 7th December, 1955, as amended, the said original import licence No. P/C/2061623, dated 15th July, 1970, issued to M/s. Goldfilled Mercantile Co., Bombay, is hereby cancelled.

3. A duplicate copy of the said licence is being issued separately.

[No. 32(2)/69-70/CG.IV.]

H. D. GUPTA,
Dy. Chief Controller of Imports & Exports.

नई दिल्ली, 27 अप्रैल, 1972

एस०ओ० 2265.—सर्वश्री दि गोल्डफील्ड मर्कन्टाइल कं०, बम्बई को एक आयात लाइसेंस सं० पी/सी/206/623/सी/एक्स एक्स/36/एच/31-32/सी जी-4 दिनांक 15-7-70 स्वीकृत किया गया था। उन्होंने उक्त लाइसेंस की अनुलिपि प्रति के लिए इस आधार पर आवेदन किया है कि मूल लाइसेंस (दोनों प्रतियां) अस्थानस्थ हो गया है अथवा अन्यथा रूप से खो गया है। आगे यह बताया गया है कि मूल लाइसेंस न तो किसी सीमाशुल्क प्राधिकारी के पास पंजीकृत करवाया गया था और न ही उसका उपयोग किया गया था। कुल मूल्य जिसके लिए लाइसेंस जारी किया गया था वह 2,90,000 रु० है और कुल मूल्य जिसके लिए मूल प्रति का उपयोग कर लिया गया था वह शून्य रु० है।

अपने तर्क के समर्थन में आवेदक ने प्रेजीडेंसी मजिस्ट्रेट, महाराष्ट्र राज्य, बम्बई के सम्मुख विधिवत् शपथ पत्र लेते हुए एक शपथ पत्र दाखिल किया है। तदनुसार, मैं सन्तुष्ट हूँ कि उक्त लाइसेंस की मूल सीमाशुल्क और मुद्रा विनिमय नियन्त्रण प्रतियां खो गई हैं। इसलिए यथा संशोधित आयात (नियन्त्रण) आदेश, 1955 दिनांक 7-12-1955 की उप-धारा 9 (सी सी) के अन्तर्गत प्रदत्त अधिकारों का प्रयोग करते हुए उपर्युक्त मूल लाइसेंस सं० पी/सी/206/623 दिनांक 15-7-1970 जो सर्वश्री गोल्डफील्ड मर्कन्टाइल कं०, बम्बई के नाम जारी किया गया था उसे एतद्वारा रद्द किया जाता है।

उपर्युक्त लाइसेंस की अनुलिपि प्रति अलग से जारी की जा रही है।

[संख्या 32(2)/69-70/सी जी-4]

एच० डी० गुप्ता,
उप मुख्य नियन्त्रक, आयात-निर्यात।

(Office of the Chief Controller of Import and Exports)

ORDER

New Delhi, the 29th April 1972

S.O. 2266.—Import licence G/RC/2085962, dated 12th December, 1966, for Rs. 5,333 for the import of Spares for Diesel Railcars was issued in favour of Controller of Stores, Southern Railway Madras against IDA Credit No. 88.

The licensee have requested for the issue of Duplicate Exchange Control purposes copy of the above said licence on the ground that the original Exchange control purposes copy has been lost or misplaced by them. It has been further reported by them that the licence remained unutilised.

In support of their contention, the applicants have filed an affidavit. The undersigned is satisfied that the original Exchange Control purposes copy of import licence No. G/RC/2085962, dated 12th December, 1966 has been lost or misplaced and directs that a Duplicate Exchange Control purposes copy of the said licence should be issued to the applicant. In exercise of the powers conferred on the undersigned under Clause 9 of the Imports Control Order No. 17/55, dated 7th

December, 1955 as amended the original Exchange Control Purposes copy is hereby cancelled.

The Duplicate Exchange control purposes copy of the licence is being issued separately.

[No. 28.C/Rly./66-67/GLS/43.]

J. SHANKAR,

Dy. Chief Controller of Imports & Exports.
For Chief Controller of Imports & Exports.

(मुख्य नियन्त्रक, आयात निर्यात का कार्यालय)

आदेश

नई दिल्ली, 29 अप्रैल 1972

एस०ओ० 2266.—भण्डार नियन्त्रक, दक्षिणी रेलवे, मद्रास को आई०डी०ए० साख संख्या 88आई०एन० के अन्तर्गत डीजल रेल कारों के लिए फालतू पुर्जों के आयात के लिए एक 5333/- रुपये का एक आयात लाइसेंस संख्या जी/आरसी/ 2085962, दिनांक 12-12-66 स्वीकृत किया गया था।

लाइसेंसधारी ने उक्त लाइसेंस की अनुलिपि मुद्रा विनिमय नियन्त्रण प्रति के लिए इस आधार पर आवेदन किया है कि लाइसेंस की मूल मुद्रा विनिमय नियन्त्रण प्रति उन के द्वारा खो गई है अथवा अस्थानस्थ हो गई है। उनके द्वारा आगे यह बताया गया है कि लाइसेंस का उपयोग नहीं किया गया था।

अपने तर्क के समर्थन में आवेदक ने एक शपथ-पत्र दाखिल किया है। अधोहस्ताक्षरी सन्तुष्ट है कि लाइसेंस संख्या जी आर सी/2085962, दिनांक 12-12-66 की मूल मुद्रा विनिमय नियन्त्रण प्रति खो गई है अथवा अस्थानस्थ हो गई है और निदेश देता है कि आवेदक को उक्त लाइसेंस की अनुलिपि मुद्रा विनिमय नियन्त्रण प्रति जारी की जानी चाहिए। यथा संशोधित आयात व्यापार नियन्त्रण आदेश, 1955, दिनांक 7-12-55 की धारा 9 के अन्तर्गत प्रदत्त अधिकारों का प्रयोग करते हुए अधो-हस्ताक्षरी एतद्वारा मूल मुद्रा विनिमय नियन्त्रण प्रति को रद्द करता है।

लाइसेंस की अनुलिपि मुद्रा विनिमय नियन्त्रण प्रति अलग से जारी की जा रही है।

[संख्या 28 सी/रेलवे/66-67/जी०एस०एस/43]

[जे० शंकर,

उप-मुख्य नियन्त्रक, आयात निर्यात,
उत्ते मुख्य नियन्त्रक, आयात-निर्यात।

(Office of the Chief Controller of Imports and Exports)

ORDER

New Delhi, the 23rd May 1972

S.O. 2267.—Smt. Gulbir Kaur, Punjab Poultry Farm, Chandigarh Road, Near Vardhan Mills, Ludhiana was granted a CCP No. P/J/3039174/N/MN/42/H/33.34

dated 20th January, 1972 for the import of a .32 Bore Revolver worth Rs. 850/-. She has applied for a duplicate copy of the C.C.P. on the ground that the original C.C.P. has been lost. It is further stated that the original C.C.P. was not registered with any Custom House and not utilised. In support of this contention she has filed an affidavit. I am satisfied that the original CCP No. P/J/3039174 dated 20th January, 1972 has been lost and direct that a duplicate C.C.P. should be issued to the applicant. The original C.C.P. is cancelled.

[No. 315-IV/1133/A.M.72/Adhoc/94.]

S. K. USMANI,

Dy. Chief Controller of Imports & Exports.

(मुख्य नियंत्रक, आयात-निर्यात कार्यालय)

आदेश

नई दिल्ली, 23 मई, 1972

एस०ओ० 2267.—श्रीमती गुलबीर कौर, पंजाब पालट्री फार्म, चण्डीगढ़ रोड, वर्धन मिल्स के पास, लुधियाना को 850 रुपये के .32 बोर रिवाल्वर के आयात के लिए सी०सी०पी० सं०जी/3039174/एन/एम/एन/42/एच/33-34, दिनांक 20-1-1972 प्रदान किया गया था। उन्होंने सी० सी० पी० की अनुलिपि के लिए इस आधार पर आवेदन किया है कि मूल सा०सी०पी० खो गया है। आगे यह बताया गया है कि मूल सी० सी० पी० किसी सीमा-शुल्क कार्यालय में पंजीकृत नहीं कराया गया था तथा उसका उपयोग नहीं किया गया था। इस तर्क के समर्थन में उन्होंने एक शपथ-पत्र दाखिल किया है। मैं संतुष्ट हूँ कि मूल सी०सी०पी० सं० जी/3039174, दिनांक 20-1-72 खो गया है और निदेश देती हूँ कि आवेदक को अनुलिपि सी०सी०पी० जारी की जानी चाहिए। मूल सी०सी०पी० को रद्द किया जाता है।

[संख्या 315-4/1133/ए०एम० 72/एडो०/94]

एस० के० उसमानी,

उप मुख्य नियंत्रक, आयात-निर्यात।

ELECTION COMMISSION OF INDIA

New Delhi, the 5th June 1972

S.O. 2268.—In pursuance of section 106 of the Representation of the people Act, 1951, the Election Commission hereby publishes the Judgement dated the 21st April, 1972 pronounced by the High Court of judicature at Patna in Election Petition No. 9 of 1971.

IN THE HIGH COURT OF JUDICATURE AT PATNA

ELECTION PETITION No. 9 OF 1971

In the matter of an application under sections 80A and 81 of the Representation of the People Act, 1951.

Srimati Jahan Ara Jaipal Singh. Petitioner.

Versus

Shri Niral Enem Horo.—Respondent.

For the Petitioner.—Messrs. Basudeva prasad, Ravi Nandan Sahay, Radha Mohan Prasad, Narendra Prasad and Mrs. Sudha Rani Jaiswal.

For the Respondent.—Messrs Kailash Roy Mani Lal and Dayarand Singh.

PRESENT:

The Hon'ble Mr. Justice J. Narain.

NARAIN, J.—By this election petition Srimati Jahan Ara Jaipal Singh has sought for a declaration that the election of Shri N. E. Horo as a member of the Lok Sabha from 51. Khunti Parliamentary (Scheduled Tribe) Constituency is void and illegal.

2. The petitioner Srimati Jahan Ara Jaipal Singh is a citizen of India belonging to the State of Bihar and is a voter and her name is enrolled in the electoral roll of the 51, Khunti Parliamentary (Scheduled Tribe) Constituency. She was married to late Shri Jaipal Singh who belonged to the Munda Scheduled Tribe. Her case is that according to the Munda customary law when a Munda is married outside the Munda tribe and his marriage is accepted by the Munda tribe, he continues to be a member of that tribe and his wife acquires membership of the tribe and becomes a member of her husband's family. The petitioner by birth was a Tamil and she married late Shri Jaipal Singh in 1954, according to the rights and rituals of the Mundas in presence of Parha Raja, Parha Munda, Parha Pahan, relatives of late Shri Jaipal Singh and the members of the tribe in the town of Ranchi. After her marriage, the petitioner was received into the family of her husband a village home in Takra within the district of Ranchi in accordance with the Munda customs, namely, by washing of her feet by the eldest sister of her husband and the Munda tribe accepted and celebrated the marriage of the petitioner in Munda customary manner with feast and drinks and admitted the petitioner into the tribe. The petitioner was also given a new name by her mother-in-law. All these functions were witnessed by the Parha Raja, Parha Munda, Parha Pahan and other members of the tribe.

3. The marriage itself was performed in the following manner:

- The marriage took place by the sanction of the tribe.
- Hiraman Pahan did the *Kalas Asthapan* in the *Marwa* where the marriage ceremonies were performed.
- Tilak of mixture of blood of the bride and bride-groom was given and a he-goat was sacrificed.
- The younger sister of the husband of the petitioner took the petitioner from the place of worship to his house for her reception.
- Petitioner's feet were washed with the blood of the sacrificed cock.
- A new name was given to the petitioner.
- At the expense of the husband's family members the Munda tribal group celebrated the marriage by feast of meat of he-goat and drinks of handia.

4. The marriage having been performed in the above manner and she having been received in the husband's family and by the Munda tribe she succeeded to the properties of Shri Jaipal Singh after his death. In this manner the petitioner claims that she is a member of the Munda tribe.

5. On account of death of Shri Jaipal Singh a vacancy arose in the 51 Khunti Parliamentary (Scheduled Tribe) Constituency. Accordingly, the Election Commission of India issued a notification on May 1, 1970, calling upon the above named Parliamentary Constituency to elect a member of the Lok Sabha. Several nomination papers were filed including that of Srimati Jahan Ara Jaipal Singh and Shri N. E. Horo. Srimati Jahan Ara claimed to be the widow of late Shri Jaipal Singh and a member of the Munda Scheduled Tribe. Her nomination paper was rejected on May 9, 1970 by the Returning Officer Shri S. P. Shukla on the ground that the status of a Munda could be acquired only by birth and not by marriage and as such the petitioner

did not belong to the Munda schedule tribe. As a result of the poll that took place Shri Horo on June 13, 1970 was declared elected to the Lok Sabha.

6. On July 8, 1970 Srimati Jahan Ara filed Election Petition No. 2 of 1970 challenging the election of the Shri Horo. In that election petition she stated that she was the widow of late Shri Jaipal Singh belonged to the Munda scheduled tribe although she was a Christian by religion. She pleaded different customs, as she has done in the present case, and claimed to have been married according to them and thus having become a member of the Munda Tribe. She made a grievance that the order of rejection of her nomination paper was not correct in as much as the Returning Officer had not taken into consideration the custom by which if a Munda married a woman not belonging to the Munda tribe and the marriage was accepted by the tribe, the wife acquired membership thereof.

7. In his written statement, the returned candidate Shri Horo contended that although Srimati Jahan Ara might have been living as wife of late Shri Jaipal Singh, her marriage did not take place in accordance with the custom of the Munda Tribe as prevalent in Chotanagpur. It was denied that she was ever accepted as a member of the Munda community. It was also denied that the ceremonies and rituals as claimed had been performed. It was asserted that a non-Munda merely by virtue of marriage with a Munda could not *ipso facto* become a Munda.

8. While the above Election petition No. 2 of 1970 was pending in the High Court, the Lok Sabha was dissolved on December 27, 1970. Consequently the Election Commission issued a notification on January 21, 1971 calling upon the above named parliamentary constituency to elect a member to the Lok Sabha. The last date for filing nomination was February 3, 1971, date of scrutiny was February 4, 1971 and the date of poll was March 5, 1971. Fourteen persons filed nomination paper including the petitioner, Shri N. E. Horo and Bhaiya Ram Munda. The petitioner filed her nomination paper on February 3, 1971 (vide Annexure '1' to the election petition). When the scrutiny of nomination papers was taken up by the Returning Officer, Shri Bhaiya Ram Munda raised objection to the nomination paper of the petitioner. By his order dated February 4, 1971 (Annexure 2' to the election petition) the Returning Officer rejected the petitioner's nomination paper. The petitioner says that the Returning Officer did this without giving her an adequate opportunity to adduce evidence in respect of her claim to the membership of the Munda Tribe.

9. On March 11, 1971 the Returning Officer announced the result of the election and declared Shri N. E. Horo as a member of the Lok Sabha from the above constituency. The petitioner thereafter filed this Election petition No. 9 of 1971 on April 26, 1971 challenging the election of Shri N. E. Horo on the ground that her nomination paper had been improperly and illegally rejected by the Returning Officer. Her contention is that in rejecting the nomination paper of the petitioner, the Returning Officer had committed an error in holding that the status of Munda tribe could be acquired only by means of birth and not by marriage and that he failed to exercise his jurisdiction in not considering the custom that prevailed in the Munda tribe on the subject.

10. To complete the narrative connected with the former Election Petition No. 2 of 1970, it may be recalled that during its pendency before the High Court, the Lok Sabha was dissolved and Shri Horo filed a petition before the Court to dismiss the election petition as having become infructuous. Wasiuddin J., who held the trial, recorded an order on January 14, 1971 that the election petition could not be dismissed and proceeded with the trial of the case. At the trial the factum of marriage of Srimati Jahan Ara with late Shri Jaipal Singh was not disputed. The controversy centered

round the point whether the wife acquired membership of the tribe. On a consideration of the evidence adduced and the circumstances of the case and relying upon various authoritative books on the subject, the Court came to the conclusion that there was no reason to discredit the petitioner's case that she was married according to the Munda custom and that she had been accepted as a member of the Munda tribe. On these finding and after recording finding on different issues raised in the case Wasiuddin J., on May 21, 1971 allowed the Election Petition No. 2 of 1970 and held that the nomination paper of Srimati Jahan Ara had been illegally rejected by the Returning Officer. Against this decision Civil Appeal No. 909 of 1971 was taken to the Supreme Court. By judgement dated February 2, 1972 the Supreme Court dismissed the appeal.

11. The above depicts the facts connected with Election Petition No. 2 of 1970 and the final result of that litigation and also the grounds on which the present election petition has been filed and election of Shri Horo attached.

12. The contention of respondent Shri Horo is that that the present election petition is liable to be dismissed on the preliminary ground that the petitioner, who was bound to show and which she has not shown, that she was eligible to remarry late Shri Jaipal Singh. In Election Petition No. 2 of 1970 she had admitted that she was a Christian by birth and that before her remarriage with late Shri Jaipal Singh she had married one Curtis, a Christian. She did not produce any document to show that she had secured a divorce from Curtis from a competent court and that there was a decree absolute. It is contended that without such a document there was no proof that the petitioner, in fact, had divorced Curtis and that a decree absolute was passed by a competent court. In Election petition No. 2 of 1970 she had stated that a decree absolute was passed in her favour on May 6, 1954 and that her remarriage with late Shri Jaipal Singh took place on May 7, 1954. It is contended that regard being had to the provisions of Section 57 of the Indian Divorce Act, 1869, she could now enter into a second marriage. Besides the above preliminary point, further contention of the respondent is that the petition was not married to late Shri Jaipal Singh and even if she was married she could not become a member of the Munda tribe. The contention that the petitioner went through the forms and rituals of Munda marriage and that she was received into the family of late Shri Jaipal Singh is denied. It is contended that the nomination paper of the petitioner was rightly rejected and that Shri Bhaiya Ram Munda is a necessary party to this election petition.

12. On the pleadings of the parties and regard being had to the former litigation, namely, Election Petition No. 2 of 1971, the following issues were framed for determination:

Issues

1. Is the election petition maintainable?
2. Is the judgment of Hon'ble Mr. Justice Wasiuddin of the Patna High Court in Election Petition No. 2 of 1970, binding on the petitioner and the sole respondent?
3. What is the effect in law of the aforesaid judgment in view of the pendency of Civil Appeal No. 909 of 1971, arising out of the judgment passed in Election Petition No. 2 of 1970, before the Supreme Court between the same parties?
4. Is the sole respondent precluded from contesting the status of the petitioner being a member of the Munda Tribe in this case?
5. Was the petitioner eligible to be a candidate for the election in question?

6. Was the nomination paper of the petitioner wrongly and illegally rejected by the Returning Officer?

7. Whether before rejecting the nomination paper of the petitioner requirements of section 36(1)(2) of the Representation of the People Act, 1951 were complied with by the Returning Officer or not?

8. Whether the objector before the Returning Officer, namely, Shri Bhैया Ram Munda, is a necessary party to the Election Petition?

9. To what relief, if any, is the petitioner entitled?

10. Whether the petitioner Shrimati Janan Ara Jaipal Singh was eligible to marry on the 7th May, 1954, when decree Nisi was made absolute on the 6th May, 1954, under the provisions of the Indian Divorce Act of 1869?

14. During the trial, a question had arisen whether issues on the point of *res judicata* should or should not be decided first before documents etc., are called for and final hearing of the case taken up. On hearing the parties and regard being had to the facts of the case and the law on the point, it was decided by order dated September 2, 1971, that issues connected with *res judicata* should be decided first. Accordingly, issues No. 2 to 6 and 10 were taken up and the parties heard. By order dated March 8, 1972 these issues were decided in the following manner.

15. Issue Nos. 2 and 3.—Answered in the affirmative

16. Issue No. 4.—Answered in the affirmative.

17. Issue No. 5.—Answered in the affirmative.

18. Issue No. 6.—Answered in the affirmative.

19. Issue No. 10.—This issue was held to be barred by Explanation IV of section 11 of the Code of Civil Procedure.

20. Thus the issues which remained for decision were issue Nos. 1, 7, 8 and 9. It may be stated that when the hearing of these issues was taken up on April 10, 1972, no oral evidence was adduced on behalf of either party and the learned counsels argued out the matter on materials that were on record. Now I shall take up issue Nos. 1, 7, 8 and 9 and record my finding in respect of them.

21. Issue No. 1.—Learned counsel for the respondent did not argue against the maintainability of the election petition. For the petitioners, however, my attention was invited to the provisions of section 31 and other provisions of the Representation of People Act, 1951 (hereinafter referred to as the Act) and the materials on record and on their basis it was urged that the election petition is perfectly maintainable. Nothing has been pointed out by the respondent nor have I found anything against the maintainability of the election petition. As such this issue is decided in the affirmative.

22. Issue No. 7.—In paragraph 15 of the election petition it is stated that the Returning Officer had rejected the nomination paper of the petitioner without even holding any enquiry about the matter as enjoined by law and without giving adequate opportunity to the petitioner to adduce evidence in respect of her claim regarding membership of the Munda tribe. It was also alleged that the petitioner had in possession true copies of the certificates of the District Welfare Officer, Ranchi and other papers and she could have produced them if enquiry was held.

23. Section 36(1) of the Act enjoins upon the Returning Officer to give all reasonable facilities for examining the nomination paper of all candidates. Section 36(2) enjoins upon him to examine the nominations paper and decide all objections after such summary enquiry, if any, as he thinks necessary.

24. At the trial the petitioner, at whose instance this issue was framed did not press it. The order of the Returning Officer rejecting the nomination paper of the petitioner is Annexure '2' to the election petition. This shows that when the scrutiny was taken up, the petitioner or her representative was not present nor any certificate was filed on her behalf. The Returning Officer had before him the order dated May 9, 1970, of Sri S. P. Shukla, Ex-Returning Officer, Khunti Parliamentary constituency by which he had, on the previous occasion, rejected the nomination paper of the petitioner. Shri I. C. Kumar, who was the Returning Officer on this occasion, agreed with the view of Shri S. P. Shukla that the status of a member of a Munda tribe could be acquired only by means of birth and not by marriage and on this ground and because the matter connected with the previous rejection of the nomination paper had not by then been finally decided by the High Court, rejected the nomination paper of the petitioner. Thus, the order dated February 4, 1971 (Annexure-2) recorded by the Returning Officer, does not indicate that the Returning Officer failed to follow the procedures prescribed in sub-sections (1) and (2) of section 36 of the Act. There was no appearance on behalf of the petitioner at the time scrutiny was taken up and on the materials that were available before him the Returning Officer passed an order. It is one thing whether that order was correct or not but on this ground order of the Returning Officer cannot be attacked for non-compliance of the provisions of section 36(1) and (2) of the Act. As such, this issue is answered in the affirmative.

25. Issue No. 8.—Section 82 of the Act which is on the subject of parties to the petition, reads as follows:—

"A petitioner shall join as respondents to his petition—

(a) where the petitioner, in addition to claiming a declaration that the election of all or any of the returned candidates is void, claims a further declaration that he himself or any other candidate has been duly elected, all the contesting candidates other than the petitioner, and where no such further declaration is claimed, all the returned candidates; and

(b) any other candidate against whom allegation of any corrupt practice are made in the petition."

In the present case the only relief claimed is that the election of the respondent be declared void and illegal and that it be set aside. There is no allegation of corrupt practice against any candidate. That being so, in view of section 82 of the Act, only the returned candidates have to be joined as respondents to the petition. In the present case, the only returned candidate is the respondent. As such the plea that Bhैया Ram Munda, who was a candidate and who had raised objection to the nomination paper of the petitioner, cannot be held to be a necessary party. This issue is therefore, decided in the negative.

26. Issue No. 9.—In Election petition No. 2 of 1970 two of the issues which were decided in favour of the petitioner were that she was the legally married wife of late Shri Jaipal Singh according to the custom of the Munda tribe and that she could legally acquire the status of a Munda by virtue of her marriage with late Shri Jaipal Singh and that it was with the approval and sanction of the tribe that she had been accepted as a member of the Munda tribe. Decision on these two issues in favour of the petitioner has been affirmed by the Supreme Court. In the present election petition, a plea based on section 57 of the Indian Divorce Act, has been taken. This plea, regard being had to Explanation IV of section 11 of the Code of Civil Procedure and the decision arrived at in Election Petition No. 2 of 1970, and as affirmed by the Supreme Court, has been found to be barred by *res judicata*.

27. I have found above that the order of the Returning Officer in rejecting the nomination paper of the petitioner is wrong and illegal.

28. In the circumstance, provisions of section 100(1)(c) of the Act comes into play. Section 100(1)(c) says:

Subject to the provisions of sub-section(2) if the High Court is of opinion.

(c) that any nomination has been improperly rejected or the High Court shall declare the election of the returned candidate to be void.

29. Regard being had to the findings arrived at above, the petitioner is entitled to the relief claimed.

30. In the result the election petition is allowed with cost Hearing fee Rs. 500. Election of Sri N. E. Horo as a member of the Lok Sabha from the 51, Khunti Parliamentary (Scheduled Tribes) Constituency is hereby declared void and illegal.

Let a substance of this decision be forthwith intimated to the Election Commission of India and to the Speaker of the Lok Sabha and let an authenticated copy of this judgment be forwarded to the Election Commission as soon as possible.

Sd/-J. NARAIN.
[No. 82/BR/9/71.]

By order,
A. N. SEN, Secy.

MINISTRY OF EXTERNAL AFFAIRS

New Delhi, the 6th May 1972

S.O. 2269.—In pursuance of the provisions of rule 45 of the Fundamental Rules, the President hereby makes the following rules to amend the Allotment of Hostel Accommodation (Ministry of External Affairs) Rules, 1970, namely:—

1. **Short title and commencement.**—(1) These rules may be called the Allotment of Hostel Accommodation (Ministry of External Affairs) Amendment Rules, 1971.

(2) They shall come into force on the date of their publication in the official Gazette.

2. In the Allotment of Hostel Accommodation (Ministry of External Affairs) Rules, 1970, for rule 20, the following rules shall be substituted, namely:—

(i) “20. **Interpretation:**

If any question arises as to the interpretation of these rules, the same shall be decided by the Ministry”;

(ii) “21. **Power to relax:**

Where the Ministry is of opinion that it is necessary or expedient so to do, it may by order, and for reasons to be recorded in writing relax any of the provisions of these rules with respect to any class or category of persons”.

[No. Q/SE/8601/55/71.]

S. P. CHAKRABORTY, Under Secy. (SE)

विदेश मंत्रालय

नई दिल्ली, 6 मई, 1972

एस० ओ० 2269.—मूल नियमावली के नियम 45 की व्यवस्थाओं के अनुरूप, राष्ट्रपति इसके द्वारा होस्टल आवास

आवंटन (विदेश मंत्रालय) नियमावली, 1970 में संशोधन करने के लिए निम्नलिखित नियम बनाते हैं, अर्थात् :—

1. **संक्षिप्त शीर्षक और लागू होने की तिथि :**—(1) इन नियमों को होस्टल आवास आवंटन (विदेश मंत्रालय) संशोधन नियमावली, 1971 कहा जाएगा।

(2) ये नियम सरकारी राजपत्र में प्रकाशित होने की तिथि से लागू हो जाएंगे।

2. होस्टल आवास आवंटन (विदेश मंत्रालय) नियमावली, 1970 में, नियम 20 के स्थान पर, निम्नलिखित नियम रखे जाएंगे, अर्थात् :—

(i) “20—**अर्थ-व्याख्या :**

यदि इन नियमों की अर्थ-व्याख्या के बारे में कोई प्रश्न उठ खड़ा हो तो उसका निर्णय मंत्रालय द्वारा किया जाएगा।

(ii) “21 **ढील देरे का अधिकार**”।

जहाँ कहीं मंत्रालय के विचार में ऐसा करना आवश्यक अथवा उचित हो, तो वह आदेश द्वारा और लिखित रूप में कारण बताकर, व्यक्तियों की श्रेणी अथवा कोटि के संबंध में इन नियमों की किन्हीं व्यवस्थाओं में ढील दे सकता है”।

[नं० क्यू (एम०ई०)/8601(55)71]

एस० पी० चक्रवर्ती अवर सचिव (एसई)।

MINISTRY OF LAW AND JUSTICE

(Department of Justice)

NOTICE

New Delhi, the 9th June 1972

S.O. 2270.—Notice is hereby given by the Competent Authority in pursuance of rule 6 of the Notaries Rules, 1956, that application has been made to the said Authority, under rule 4 of the said Rules, by Shri Prem Narain, Advocate, No. 7 Roshanara Mansions, Delhi-7 for appointment as a Notary to practise in the Union Territory of Delhi.

2. Any objection to the appointment of the said person as a Notary may be submitted in writing to the undersigned within fourteen days of the publication of this Notice.

[No. 22/31/71-JudL(B).]

K. THYAGARAJAN,
Competent Authority.

विधि तथा न्याय मंत्रालय

न्याय विभाग

नोटिस

नई दिल्ली 9 जून, 1972

एस० ओ० 2270.—इस के द्वारा लेख्य प्रमाणक नियम (नोटरीज रूल्स), 1956 के नियम 6 के अनुसार, सक्षम प्राधिकारी द्वारा सूचना दी जाती है कि उक्त प्राधिकारी को श्री प्रेम नारायण, एडवोकेट नं० 7, रोशनारा मंशन, दिल्ली-7 ने उक्त नियमों के नियम

4 के अधीन, संघ राज्य क्षेत्र दिल्ली में लेख्य प्रमाणक (नोटरी) का काम करने की नियुक्ति के लिए आवेदक-पत्र भेजा है।

उक्त व्यक्ति की लेख्य प्रमाणक के रूप में नियुक्ति के बारे में यदि कोई आपत्तियां हों तो वे इस नोटिस के प्रकाशित होने के चौदह दिन के अन्दर नीचे हस्ताक्षर करने वाले को लिख कर भेज दिये जायें।

[संख्या 22/31/71-न्यायिक (वी)]

के० त्यागराजन,
सक्षम प्राधिकारी।

MINISTRY OF FINANCE

(Department of Expenditure)

New Delhi, the 8th June 1972

S.O. 2271.—In exercise of the powers conferred by the proviso to article 309 and clause (5) of article 148 of the Constitution, and of all other powers enabling him in this behalf, the President, after consultation with the Comptroller and Auditor General of India in respect of persons serving in the Indian Audit and Accounts Department, hereby makes the following rules further to amend the General Provident Fund (Central Services) Rules, 1960 namely:—

(1) These rules may be called the General Provident Fund (Central Services) second Amendment Rules, 1972.

(2) They shall come into force on the date of their publication in the official Gazette.

2. In the General Provident Fund (Central Services) Rules, 1960 in rule 34, for sub-rule (3) including the Note thereunder the following shall be substituted namely:—

“(3) Payments of the amount withdrawn shall be made in India only. The persons to whom the amounts are payable shall make their own arrangements to receive payment in India. The following procedure shall be adopted for claiming payment by a subscriber namely:—

(i) A subscriber may submit an application to the Account Officer through the Head of Office or Department for payment of the amount in the Fund, at least one year in advance of the date of superannuation. The application may be made for the amount standing to his credit in the Fund as indicated in the Accounts Statement for the year ending one year prior to his superannuation or for the amount as indicated in his ledger account, in case the accounts statement has not been received;

(ii) The Head of Office/Department shall forward the application to the Account Officer indicating the advances taken and the recoveries effected against the advance which are still current and the number of instalments yet to be recovered in respect of each advance and also indicate the withdrawals, if any, taken by the subscriber;

(iii) The Account Officer shall after verification with the ledger account issue an authority for the amount indicated in the application at least a month before the date of superannuation but payable on the date of superannuation.

(iv) The authority mentioned in clause (iii) will constitute the first instalment of payment. A second authority for payment will be issued as soon as possible after superannuation. This

will relate to the contribution made by the subscriber subsequent to the amount mentioned in the application submitted to the under clause (i) plus the refund of instalments against advances which were current at the time of the first application.

(v) The advance/withdrawals sanctioned after the forwarding of the applications for final payment to the Account Officer should be intimated to the Account Officer immediately and acknowledgement obtained by the sanctioning authority.

NOTE.—When the amount standing to the credit of a subscriber has become payable under rule 31, 32 or 33 the Account Officer shall authorise prompt payment of the amount in the manner indicated in sub-rule (3).”

[No. 2(62)(i)-E.V.(B)/71.]

S. S. L. MALHOTRA, Under Secy.

(Department of Banking)

New Delhi, the 1st June 1972

S.O. 2272.—In exercise of the powers conferred by Section 53 read with Section 56 of the Banking Regulation Act, 1949 (10 of 1949), the Central Government, on the recommendation of the Reserve Bank of India, hereby declares that the provisions of sub-section (1) of section (11) of the said Act shall not apply to the undernoted co-operative banks for a period of one year from 1st March, 1972 to 28th February, 1973.

(i) The Kamrup District Central Co-operative Bank Ltd., Gauhati.

(ii) The Sibsagar District Central Co-operative Bank Ltd., Jorhat.

[No. F. 8/1/72-ACI/649.]

L. D. KATARIA, Dy. Secy.

वित्त मंत्रालय,

बैंकिंग विभाग

[नयी दिल्ली, 1 जून, 1972]

एस० आर० 2272.—बैंककारी अधिनियम, 1949 (1949 का 10) की धारा 56 के साथ पठित धारा 53 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार, भारतीय रिजर्व बैंक की सिफारिश पर, एतद्वारा घोषित करती है कि उक्त अधिनियम की धारा (ii) की उपधारा (1) के उपबन्ध 1 मार्च, 1972 से 28 फरवरी, 1973 तक एक वर्ष की अवधि के लिए निम्नांकित सहकारी बैंकों पर लागू नहीं होंगे :—

(1) दी कामरूप जिला केन्द्रीय सहकारी बैंक लिमिटेड गोहाटी।

(2) दी शिवसागर जिला केन्द्रीय सहकारी बैंक लिमिटेड, जोरहाट।

[सं० एफ० 8/1/72-कृपि सह०-1]

ल० द० कटारिया, उपसचिव।

MINISTRY OF FINANCE

(Department of Banking)

New Delhi, the 16th June 1972

S. O. 2273.—Statement of the Affairs of the Reserve Bank of India, Banking Department as on the 9th June 1972

LIABILITIES	Rs.	ASSETS	Rs.
Capital Paid Up	5,00,00,000	Notes	14,15,50,000
		Rupee Coin	3,98,000
Reserve Fund	150,00,00,000	Small Coin	2,64,000
National Agricultural Credit (Long Term Operations) Fund	192,00,00,000	Bills Purchased and Discounted:—	
		(a) Internal	3,88,75,00
		(b) External	
		(c) Government Treasury Bills.	260,79,41,000
National Agricultural Credit (Stabilisation) Fund	39,00,00,000	Balances Held Abroad*	214,88,97,000
		Investments**	423,99,40,000
National Industrial Credit (Long Term Operations) Fund.	135,00,00,000	Loans and Advances to:—	
		(i) Central Government	
		(ii) State Governments G	58,76,87,00
Deposits:—		Loans and Advances to:—	
(a) Government		(i) Scheduled Commercial Banks †	75,42,50,000
(i) Central Government	54,14,52,000	(ii) State Co-operative Banks ††	178,09,48,000
(ii) State Governments.	7,10,61,000	(iii) Others.	6,38,97,000
(b) Banks.	274,76,61,000	Loans, Advances and Investments from National Agricultural Credit (Long Term Operations) Fund:—	
(i) Schedule Commercial Banks		(a) Loans and Advances to:—	
(ii) Scheduled State Co-operative Banks	10,43,23,00	(i) State Governments	53,07,26,000
(iii) Non-Scheduled State Co-operative Banks.	92,37,000	(ii) State Co-operative Bank	21,22,53,000
(iv) Other Banks.	47,78,000	(iii) Central Land Mortgage Bank	
(c) Others.	94,67,93,000	(iv) Agricultural Refinance Corporation	3,00,00,000
Bills Payable.	8,79,53,000	(b) Investment in Central Land Mortgage Bank Debentures	10,60,28,000
Others Liabilities.	435,00,49,000	Loans and Advances from National Agricultural Credit (Stabilisation Fund).	
		Loans and Advances to State Co-operative Banks.	25,48,49,000
		Loans, Advances and Investments from National Industrial Credit (Long Term Operations) Fund	
		(a) Loans and Advances to the Development	78,38,69,000
		(b) Investment in bonds/debentures issued by the Development Bank.	
		Other Assets.	51,09,35,000
Rupees.	1479,33,03,000	Rupces	1479,33,07,000

*Includes Cash, Fixed Deposits and Short-term Securities.

**Excluding Investments from the National Agricultural Credit (Long Term Operations) Fund and the National Industrial Credit (Long Term Operations) Fund.

@Excluding Loans and Advances from the National Agricultural Credit (Long Term Operations) Fund, but including temporary overdrafts to State Governments.

† Includes Rs. 2,93,00,000 advanced to scheduled commercial Banks against usance bills under Section 17 (4)(c) of the Reserve Bank of India Act.

†† Excluding Loans and Advances from the National Agricultural Credit (Long Term Operations) Fund and the National Agricultural Credit (Stabilisation) Fund.

(Sd) S. JAGANNATHAN.

Governor.

Dated the 14th day of June 1972.

An Account pursuant to the RESERVE BANK OF INDIA ACT, 1934, for the week ended the 9th day of June 1971

ISSUE DEPARTMENT

LIABILITIES	Rs.	Rs.	ASSETS	Rs.	Rs.
Notes held in the Banking Department.	14,15,50,000		Gold Coin and Bullion :—		
Notes in circulation	4987,84,80,000		(a) Held in India.	182,53,11,000	
Total Notes issue		5002,00,30,000	(b) Held outside India.		
			Foreign Securities.	221,65,38,000	
			TOTAL		404,18,49,000
			Rupee Coins		23,53,76,000
			Government of India Rupee Securities.		4574,28,05,000
			Internal Bills of Exchange and other commercial paper.		
Total Liabilities.		5002,00,30,000	Total Assets.		5002,00,30,000

Dated the 14th day of June 1972

(Sd.) S. JAGANNATHAN,
Governor.

[No. F-1(3)/72-B.Q.I.]

C. W. MIRCHANDANI, Under Secy.

बैंकिंग विभाग

नई दिल्ली, 16 जून 1972

का० प्रा० 2273.—9 जून 1972 को रिज़र्व बैंक आफ इंडिया के बैंकिंग विभाग के कार्यकलाप का विवरण

देयताएं	रुपये	प्राप्तियाँ	रुपये
चुक्ता पूंजी	5,00,00,000	नोट	14,15,50,000
भारक्षित निधि	150,00,00,000	रुपये का सिक्का	3,98,000
राष्ट्रीय कृषि ऋण	190,00,00,000	छोटा सिक्का	2,64,000
(दीर्घकालीन क्रियाएं) निधि		खरीदे और भुनाये गये बिल	
राष्ट्रीय कृषि ऋण	39,00,00,000	(क) देशी	3,38,75,000
(स्थिरीकरण) निधि		(ख) विदेशी	
राष्ट्रीय औद्योगिक ऋण	135,00,00,000	(ग) सरकारी खजाना बिल	260,79,41,000
(दीर्घकालीन क्रियाएं) निधि		विदेशों में रखा हुआ बकाया*	214,88,97,000
जमा राशिियाँ :—		निवेश**	423,99,40,000
(क) सरकारी		ऋण और अग्रिम :—	
(i) केन्द्रीय सरकार	54,14,52,000	(i) केन्द्रीय सरकार को	
(ii) राज्य सरकारें	7,10,61,000	(ii) राज्य सरकारों को	58,76,87,000
(ख) बैंक		ऋण और अग्रिम :—	
(i) अनुसूचित वाणिज्य बैंक	274,76,61,000	(i) अनुसूचित वाणिज्य बैंकों को ×	75,42,50,000
(ii) अनुसूचित राज्य सहकारी बैंक	10,43,23,000	(ii) राज्य सहकारी बैंकों को × ×	178,09,48,000
(iii) गैर अनुसूचित राज्य सहकारी बैंक	92,37,000	(iii) दूसरों को	6,38,97,000
(iv) अन्य बैंक	47,78,000	राष्ट्रीय कृषि ऋण (दीर्घकालीन क्रियाएं)	
		निधि से ऋण, अग्रिम और निवेश	
		(क) ऋण और अग्रिम :—	
		(i) राज्य सरकारों को	53,07,26,000
		(ii) राज्य सहकारी बैंकों को	21,22,53,000
		(iii) केन्द्रीय भूविन्नधक बैंकों को	..
		(iv) कृषि पुनर्वित्त निगम को	3,00,00,000

देयताएँ	रुपये	आस्तियाँ	रुपये
(ग) अन्य	94,67,93,000	(ख) केन्द्रीय भूमिबन्धक बैंको के डिबेंचरों में निवेश राष्ट्रीय कृषि ऋण (स्थिरीकरण) निधि से ऋण और अग्रिम	10,60,28,000
देय बिल	82,79,53,000	राज्य सहकारी बैंकों को ऋण और अग्रिम राष्ट्रीय औद्योगिक ऋण (दीर्घकालीन क्रियाएँ)	25,48,49,000
अन्य देयताएँ	435,00,49,000	निधि से ऋण, अग्रिम और निवेश	
		(क) विकास बैंक को ऋण और अग्रिम	78,38,69,000
		(ख) विकास बैंक द्वारा जारी किये गये बांडों/ डिबेंचरों में निवेश अन्य आस्तियाँ	51,09,35,000
रुपये	1479,33,07,000	रुपये	1479,33,07,000

*नकदी आवधिक जमा और अल्पकालीन प्रतिभूतियाँ शामिल हैं।

**राष्ट्रीय कृषि ऋण (दीर्घकालीन क्रियाएँ) निधि और राष्ट्रीय औद्योगिक ऋण (दीर्घकालीन क्रियाएँ) निधि में से किये गये निवेश शामिल नहीं हैं।

†राष्ट्रीय कृषि ऋण (दीर्घकालीन क्रियाएँ) निधि से प्रदत्त ऋण और अग्रिम शामिल नहीं हैं, परन्तु राज्य सरकारों के अस्थायी ओवरड्राफ्ट शामिल हैं।

× रिजर्व बैंक आफ इंडिया अधिनियम की धारा 17(4) (ग) के अधीन अनुसूचित वाणिज्य बैंकों को मीयादी बिलों पर अग्रिम दिये गये 2,93,00,000 रुपये शामिल हैं।

× × राष्ट्रीय कृषि ऋण (दीर्घकालीन क्रियाएँ) निधि और राष्ट्रीय ऋण (स्थिरीकरण) निधि से प्रदत्त ऋण और अग्रिम शामिल नहीं हैं।
तारीख : 14 जून 1972 (ह०) एस० जगन्नाथन, गवर्नर।

रिजर्व बैंक आफ इंडिया अधिनियम, 1934 के अनुसरण में जून 1972 की 9 तारीख को समाप्त हुए सप्ताह के लिए लेखा

इशू विभाग

देयताएँ	रुपये	रुपये	आस्तियाँ	रुपये	रुपये
बैंकिंग विभाग में रखे हुए नोट	14,15,50,000		सोने का सिक्का और बुलियन :—		
			(क) भारत में रखा हुआ	182,53,11,000	
संचलन में नोट	4987,84,80,000		(ख) भारत के बाहर रखा हुआ		
जारी किये गये कुल नोट		5002,00,30,000	विदेशी प्रतिभूतियाँ	221,65,38,000	
			जोड़		404,18,49,000
			रुपये का सिक्का		23,53,76,000
			भारत सरकार की रुपये प्रतिभूतियाँ]]		4574,28,05,000
			देशी विनिमय बिल और बूसरे		
			वाणिज्य-पत्र		
कुल देयताएँ		5002,00,30,000	कुल आस्तियाँ		5002,00,30,000

तारीख : 14 जून 1972

(ह०) एस० जगन्नाथन, गवर्नर।

[स० फा० 1(3)/72-बी०ओ०]

सी० डब्लु० मीरक्षन्सानी, अव्वर सचिव।

MINISTRY OF LABOUR AND REHABILITATION**(Department of Labour and Employment)***New Delhi, the 6th May 1972*

S.O. 2274.—In exercise of the powers conferred by sub-section (1) of section 5 of the Mines Act, 1952 (35 of 1952), the Central Government hereby appoints Shri Anand Krishna Prasad, Welfare Organiser/Assistant Inspector Labour Welfare under the Coal Mines Labour Welfare Organisation to be an Inspector of Mines subordinate to the Chief Inspector of Mines.

[No. A-12026/18/71-MIL.]

R. K. SRIVASTAVA, Under Secy.

श्रम और पुनर्वास मंत्रालय**(श्रम और रोजगार विभाग)**

नई दिल्ली, 6 मई, 1972

का० आ० 2274.—खान अधिनियम, 1952 (1952 का 35) की धारा 5 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार, एतद्वारा कोयला खान श्रम कल्याण संगठन के अधीन श्री आनन्द कृष्ण प्रसाद, कल्याण संगठन/सहायक निरीक्षक श्रम कल्याण, को खानों के मुख्य निरीक्षक के अधीनस्थ खानों का निरीक्षक नियुक्त करती है।

[सं० ए० 12026/18/71-एम० आई० आई०]

आर० के० श्रीवास्तव, अवर सचिव।

(Department of Labour and Employment)*New Delhi, the 9th May 1972*

S.O. 2275.—Whereas it appears to the Central Government that the employer and the majority of the employees in relation to the establishment known as Messrs New Naaz Box and Carton Manufacturing Company, Patel Industrial State Pratap Nagar, Baroda-4, have agreed that the provisions of the Employees' Provident Funds and Family Pension Fund Act, 1952 (19 of 1952), should be made applicable to the said establishment;

Now, therefore, in exercise of the powers conferred by sub-section (4) of section I of the said Act, the Central Government hereby applies the provisions of the said Act to the said establishment.

This notification shall be deemed to have come into force on the thirty first day of July, 1970.

[No. S. 35019(188)/71-PF.II.]

(श्रम और रोजगार विभाग)

नई दिल्ली 9 मई, 1972

का० आ० 2275.—यतः केन्द्रीय सरकार को यह प्रतीत होता है कि मैसेर्स न्यू नाज बॉक्स एण्ड कार्टोन मैनुफैक्चरिंग क० पटेल इंडस्ट्रियल एस्टेट, प्रताप नगर, बड़ोदा-4 नामक स्थापन से सम्बद्ध नियोजक और कर्मचारियों की बहुसंख्या इस बात पर सहमत हो गई कि कर्मचारी भविष्य निधि और कुटुम्ब पेंशन निधि अधिनियम, 1952 (1952 का 19) के उपबन्ध उक्त स्थापन को लागू किए जाने चाहिए :

अतः अब, उक्त अधिनियम की धारा 1 की उप धारा 4 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार

उक्त अधिनियम के उपबन्ध उक्त स्थापन को एतद्वारा लागू करती है।

यह अधिनियम 1970 की जुलाई के 31 वें दिन को प्रवृत्त समझी जाएगी।

[सं० एस० 35019 (188)/71-पी०एफ०-2]

S.O. 2276.—Whereas it appears to the Central Government that the employer and the majority of the employees in relation to the establishment known as Messrs Foods and Inns Limited, Deynar, Sion-Trombay Road, Chembur, Bombay-88 including its branches at Theur, Kunjarwadi, Poona, and C-2/17 Industrial Estate, Baroda-3 have agreed that the provisions of the Employees' Provident Funds and Family Pension Fund Act, 1952 (19 of 1952), should be made applicable to the said establishment;

Now, therefore, in exercise of the powers conferred by sub-section (4) of section I of the said Act, the Central Government hereby applies the provisions of the said Act to the said establishment.

This notification shall be deemed to have come into force on the thirty first day of March, 1971.

[No. S.35018(1)/72-PF.II-(i).]

का० आ० 2276.—यतः केन्द्रीय सरकार को यह प्रतीत होता है कि मैसेर्स फूड तथा इन्स लिमिटेड, देवनार, साइन-ट्रोम्बे रोड, चैम्बुर, बम्बई-88 तथा इसकी शाखाएं-थैर, कुजर्वाडी, पूजा तथा सी-2/17, इंडीस्ट्रियल एस्टेट, बड़ोदा-3 नामक स्थापन से सम्बद्ध नियोजक और कर्मचारियों की बहुसंख्या इस बात पर सहमत हो गई कि कर्मचारी भविष्य निधि और कुटुम्ब पेंशन निधि अधिनियम, 1952 (1952 का 19) के उपबन्ध उक्त स्थापन को लागू किए जाने चाहिए।

अतः अब, उक्त अधिनियम की धारा 1 की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार उक्त अधिनियम के उपबन्ध उक्त स्थापन को एतद्वारा लागू करती है।

यह अधिसूचना 1971 की मार्च के 31 वें दिन को प्रवृत्त हुई समझी जाएगी।

[सं० एस० 35018(1)/72-पी०एफ०-2(i)]

S.O. 2277.—In exercise of the powers conferred by first proviso to section 6 of the Employees' Provident Funds and Family Pension Fund Act 1952 (19 of 1952), the Central Government, after making necessary enquiry into the matter, hereby specifies, with effect from the 31st October, 1971 the establishment known as Messrs Avalon Engineers, Unity Building (2nd Floor), Jayachamarajendra Road, Bangalore-2 and its factory at 11/4th Mile, Madras Road, Avalahalli, Bangalore-36, for the purposes of the said proviso.

[No. S. 35019(1)/71-PF-II(ii).]

का० आ० 2277.—केन्द्रीय सरकार कर्मचारी भविष्य निधि और कुटुम्ब पेंशन निधि अधिनियम, 1952 (1952 का 19) की धारा 6 के प्रथम परन्तुक द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, सम्बद्ध विषय में आवश्यक जांच करने के पश्चात् 31 अक्टूबर, 1971 से अवलॉन इंजीनियर्स, युनिटी बिल्डिंग, (दूसरी मंजिल) जायाचमराजेन्द्र रोड बंगलोर-2 तथा इसके 11/4 माइल

मद्रास रोड, अबलाहली, बंगलूर-36 का कारखाना, नामक स्थापन को एतद्वारा उक्त परन्तुक के प्रयोजनों के लिए विनिर्दिष्ट करती है।

[सं० एस-35019(1)-पी०एफ० II (ii)]

S.O. 2278.—Whereas it appears to the Central Government that the employer and the majority of the employees in relation to the establishment known as Messrs Acme Enterprises, Kuthagudam, Knammam District have agreed that the provisions of the Employees' Provident Funds and Family Pension Fund Act, 1952 (19 of 1952) should be made applicable to the said establishment;

Now, therefore, in exercise of the powers conferred by sub-section (4) of section I of the said Act, the Central Government hereby applies the provisions of the said Act to the said establishment.

This notification shall be deemed to have come into force on the thirty first day of November, 1971.

[No. S.35019(5)/72-PF.II.]

का० आ० 2278.—यतः केन्द्रीय सरकार को यह प्रतीत होता है कि मैसर्स एकमी इंटरप्राइस, कोथागुदम, खम्माम जिला नामक स्थापन से सम्बद्ध नियोजक और कर्मचारियों की बहुसंख्या इस बात पर सहमत हो गई है कि कर्मचारी भविष्य निधि अधिनियम, 1952 (1952 का 19) के उपबन्ध उक्त स्थापन को लागू किए जाने चाहिए ;

अतः, अब, उक्त अधिनियम की धारा 1 उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार उक्त अधिनियम के उपबन्ध उक्त स्थापन को एतद्वारा लागू करती है।

यह अधिनियम 1971 के नवम्बर, के 31 वें दिन को प्रवृत्त हुई समझी जाएगी।

[सं० एस-35019(5)/72-पी०एफ०-2]

S.O. 2279.—Whereas it appears to the Central Government that the employer and the majority of the employees in relation to the establishment known as Messrs Parsram & Company, Kailas Darshan, Kennedy Bridge, Nana Chowk, Bombay-7, including its factory at 7-A Patel Estate, Garegaon, (East) Bombay-63 have agreed that the provisions of the Employees' Provident Funds and Family Pension Fund Act, 1952 (19 of 1952), should be made applicable to the said establishment,

Now, therefore, in exercise of the powers conferred by sub-section (4) of section I of the said Act, the Central Government hereby applies the provisions of the said Act to the said establishment.

This notification shall be deemed to have come into force on the first day of January, 1971.

[No. S.35017(20)/71-PF.II.]

का० आ० 2279.—यतः केन्द्रीय सरकार को यह प्रतीत होता है कि मैसर्स परमराम एण्ड कम्पनी, कैलाश दर्शन, कैनेडी ब्रिज, नाना चौक, बम्बई-7 तथा इसका 7-ए, पटेल स्टेट, गिरगांव (ईस्ट) बम्बई 63 का कारखाना, नामक स्थापन से सम्बद्ध नियोजक और कर्मचारियों की बहुसंख्या इस बात पर सहमत हो कि कर्मचारी भविष्य और कृटम्ब पेंशन निधि अधिनियम 1952 (1952 का 19) के उपबन्ध उक्त स्थापन को लागू किए जाने चाहिए।

अतः, अब, उक्त अधिनियम की धारा 1 की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार उक्त अधिनियम के उपबन्ध उक्त स्थापन को एतद्वारा लागू करती है।

यह अधिनियम 1971 की जनवरी, के प्रथम दिन को प्रवृत्त हुई समझी जाएगी।

[सं० एस-35017(20)/71-पी०एफ० 2]

S.O. 2280.—Whereas it appears to the Central Government that the employer and the majority of the employees in relation to the establishment known as Messrs Electronic and Engineering Company Bhatawedkar Brothers Building Shamunager Vakola, Santa-cruz (East) Bombay-55 have agreed that the provisions of the Employees' Provident Funds and Family Pension Fund Act, 1952 (19 of 1952), should be made applicable to the said establishment;

Now, therefore, in exercise of the powers conferred by sub-section (4) of section I of the said Act, the Central Government hereby applies the provisions of the said Act to the said establishment.

This notification shall be deemed to have come into force on the thirteenth day of September, 1970.

[No. S.35017(84)/71-PF.II.]

का० आ० 2280.—यतः केन्द्रीय सरकार को यह प्रतीत होता है कि मैसर्स इलेक्ट्रॉनिक एण्ड इंजीनियरिंग कम्पनी भटावडकर ब्रदर्स बिल्डिंग शामनगर वाकोल, सताक्रुज (ईस्ट) बम्बई-55 नामक स्थापन से सम्बद्ध नियोजक और कर्मचारियों की बहुसंख्या इस बात पर सहमत हो गई है कि कर्मचारी भविष्य निधि और कृटम्ब पेंशन निधि अधिनियम 1952 (1952 का 19) के उपबन्ध उक्त स्थापन को लागू किए जाने चाहिए ;

अतः, अब, उक्त अधिनियम की धारा 1 की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार उक्त अधिनियम के उपबन्ध उक्त स्थापन को एतद्वारा लागू करती है।

यह अधिनियम 1970 के सितम्बर, के 30 वें दिन को प्रवृत्त हुई समझी जाएगी।

[संख्या एस-35017(84)/71-पी०एफ०-2]

S.O. 2281.—Whereas it appears to the Central Government that the employer and the majority of the employees in relation to the establishment known as Messrs Little Krishna, Kothapeta, Guntur, Andhra Pradesh have agreed that the provisions of the Employees' Provident Funds and Family Pension Fund Act, 1952 (19 of 1952) should be made applicable to the said establishment;

Now, therefore, in exercise of the powers conferred by sub-section (4) of section I of the said Act, the Central Government hereby applies the provisions of the said Act to the said establishment.

This notification shall be deemed to have come into force on the first day of January, 1972.

[No. S.35019/190/71-PF.II.]

का० आ० 2281.—यतः केन्द्रीय सरकार को यह प्रतीत होता है कि मैसर्स लिटल कृष्ण, कोथापेटा, गुंटूर, आन्ध्र प्रदेश नामक स्थापन से सम्बद्ध नियोजक और कर्मचारियों की बहुसंख्या इस बात पर सहमत हो गई है कि कर्मचारी भविष्य निधि और

कुटुम्ब पेंशन निधि अधिनियम, 1952 (1952 का 19) के उपबन्ध उक्त स्थापन को लागू किए जाने चाहिए।

अतः, अब, उक्त अधिनियम की धारा 1 की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार उक्त अधिनियम के उपबन्ध उक्त स्थापन को एतद्द्वारा लागू करती है।

यह अधिसूचना 1972 की जनवरी, के प्रथम दिन को प्रवृत्त हुई समझी जाएगी।

[संख्या एस-35919(190)/71-पी०एफ० 2]

S.O. 2282.—In exercise of the powers conferred by first proviso to section 6 of the Employees' Provident Funds and Family Pension Fund Act, 1952 (19 of 1952), the Central Government after making necessary enquiry into the matter, hereby specifies, with effect from the thirty first day of December, 1970, the establishment known as Messrs Delite Distributors "Delstar" First Floor, 9-9-A, Huglies Road, Bombay-26 for the purposes of the said proviso.

[No. S-35017(71)/71-PF.II(ii)]

का० आ० 2282.—केन्द्रीय सरकार कर्मचारी भविष्य निधि और कुटुम्ब पेंशन निधि अधिनियम, 1952 (1952 का 19) की धारा 6 के प्रथम परन्तुक द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, संबन्ध विषय में आवश्यक जांच करने के पश्चात् 31 दिसम्बर, 1970 से मैसर्स डिवाइड डिस्ट्रीब्यूटर्स "देलस्टार" फर्स्ट फ्लोर, 9-9-ए, हुगलीस रोड, बम्बई-26 नामक स्थापन को एतद्द्वारा उक्त परन्तुक के प्रयोजनों के लिए विनिर्दिष्ट करती है।

[सं० एस०-35017 (71)/71-पी०एफ० 2(ii)]

S.O. 2283.—Whereas it appears to the Central Government that the employer and the majority of the employees in relation to the establishment known as Messrs Steelcrete Private Limited, 3, Dinshaw Wachha Road, Bombay-20 and its branch at Malkapuram, Visakhapatnam-5, have agreed that the provisions of the Employees' Provident Funds and Family Pension Fund Act, 1952 (19 of 1952), should be made applicable to the said establishment;

Now, therefore, in exercise of the powers conferred by sub-section (4) of section 1 of the said Act, the Central Government hereby applies the provisions of the said Act to the said establishment.

This notification shall be deemed to have come into force on the thirtieth day of June, 1971.

[No. S.35017(74)/71-PF.II.]

का० आ० 2283.—यतः केन्द्रीय सरकार को यह प्रतीत होता है कि मैसर्स स्टीलक्रीट प्राइवेट लिमिटेड, 3, दिनशा वाचा रोड, बम्बई, 20 तथा इसकी शाखा मालकापुरम, विशाखा-पटनम-5 नामक स्थापन से सम्बद्ध नियोजक और कर्मचारियों की बहुसंख्या इस बात पर सहमत हो गई है कि कर्मचारी भविष्य निधि और कुटुम्ब पेंशन निधि अधिनियम, 1952 (1952 का 19) के उपबन्ध उक्त स्थापन को लागू किए जाने चाहिए;

अतः, अब, उक्त अधिनियम की धारा 1 की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार उक्त अधिनियम के उपबन्ध उक्त स्थापन को एतद्द्वारा लागू करती है।

यह अधिसूचना 1971 के जून, के 30 वें दिन को प्रवृत्त हुई समझी जाएगी।

[सं० एस-35017 (74)-71 पी०एफ० 2]

S.O. 2284.—Whereas it appears to the Central Government that the employer and the majority of the employees in relation to the establishment known as Messrs Ramsays Corporation, 7 Lodd Goudas Nagar Pond, Mount Road, Madras-2, have agreed that the provisions of the Employees' Provident Funds and Family Pension Fund Act, 1952 (19 of 1952), should be made applicable to the said establishment;

Now, therefore, in exercise of the powers conferred by sub-section (4) of section 1 of the said Act, the Central Government hereby applies the provisions of the said Act to the said establishment.

This notification shall be deemed to have come into force on the first day of January, 1972.

[No. S. 35019(2)/72-PF.II.]

का० आ० 2284.—यतः केन्द्रीय सरकार की यह प्रतीति होती है कि मैसर्स रामसेस कॉर्पोरेशन, 7-लोड गोविंद दाम नगर रोड माउंट रोड, मद्रास-2 नामक स्थापन से सम्बद्ध नियोजक और कर्मचारियों की बहुसंख्या इस बात पर सहमत हो गई है कि कर्मचारी भविष्य निधि अधिनियम, 1952 (1952 का 19) के उपबन्ध उक्त स्थापन को लागू किये जाने चाहिए;

अतः, अब, उक्त अधिनियम की धारा 1 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार उक्त अधिनियम के उपबन्ध उक्त स्थापन को एतद्द्वारा लागू करती है।

यह अधिसूचना 1972 की जनवरी, के प्रथम दिन को प्रवृत्त समझी जाएगी।

[सं० एस-35019(2)/72-पी०एफ० 2]

S.O. 2285.—Whereas it appears to the Central Government that the employer and the majority of the employees in relation to the establishment known as Messrs Northern India Cotton Association Limited, Dev-Samaj Chowk, Bhatinda, have agreed that the provisions of the Employees' Provident Funds and Family Pension Fund Act, 1952 (19 of 1952), should be made applicable to the said establishment;

Now, therefore, in exercise of the powers conferred by sub-section (4) of section 1 of the said Act, the Central Government hereby applies the provisions of the said Act to the said establishment.

This notification shall be deemed to have come into force on the 29th day of September, 1970.

[No. S. 35019(187)/71-PF. II.]

का० आ० 2285.—यतः केन्द्रीय सरकार को यह प्रतीति होता है कि मैसर्स नार्दन इण्डिया काटन एसोसिएशन लिमिटेड, देव समाज चौक, भटिण्डा नामक स्थापन से सम्बद्ध नियोजक और कर्मचारियों की बहुसंख्या इस बात पर सहमत हो गई है कि कर्मचारी भविष्य निधि और कुटुम्ब पेंशन निधि अधिनियम, 1952 (1952 का 19) के उपबन्ध उक्त स्थापन को लागू किए जाने चाहिए;

अतः, अब, उक्त अधिनियम की धारा 1 की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार

उक्त अधिनियम के उपबन्ध उक्त स्थापन को एतद्वारा लागू करती है।

यह अधिसूचना 1970 के मितम्बर, के 29 वें दिन को प्रवृत्त हुई समझी जाएगी।

[सं० एस०-35019(187)/71-पी०एफ०-2]

S.O. 2286.—Whereas it appears to the Central Government that the employer and the majority of the employees in relation to the establishment known as the Dakshina Bharat Hindi Prachar Sabha, Madras-17 with its branch at No. 63, Theater Communications Buildings, Connaught Place, New Delhi, have agreed that the provisions of the Employees' Provident Funds and Family Pension Fund Act, 1952 (19 of 1952), should be made applicable to the said establishment;

Now, therefore, in exercise of the powers conferred by sub-section (4) of section 1 of the said Act, the Central Government hereby applies the provisions of the said Act to the said establishment.

This notification shall be deemed to have come into force on the first day of July, 1969.

[No. 8/119/69-PF. II(1).]

का० आ० 2286.—यतः केन्द्रीय सरकार को यह प्रतीत होता है कि मैसर्स दक्षिण भारत हिन्दी प्रचार सभा, मद्रास, 17 तथा इसको 63, थियेटर कम्युनिकेशन बिल्डिंग कनाटप्लेस, दिल्ली की शाखा नामक स्थापन से सम्बद्ध नियोजक और कर्मचारियों की बहुसंख्या इस बात पर सहमत हो गई है कि कर्मचारी भविष्य निधि और कुटुम्ब पेंशन निधि अधिनियम, 1952 (1952 का 19) के उपबन्ध उक्त स्थापन को लागू किए जाने चाहिए।

अतः, अब, उक्त अधिनियम की धारा 1 की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार उक्त अधिनियम के उपबन्ध उक्त स्थापन को एतद्वारा लागू करती है।

यह अधिसूचना 1969 की जुलाई, के प्रथम दिन को प्रवृत्त हुई समझी जाएगी।

[सं० 8/119/69-पी०एफ० 2(i)]

S.O. 2287.—Whereas it appears to the Central Government that the employer and the majority of the employees in relation to the establishment known as Messrs Avalon Engineers Unity Buildings (2nd Floor) Jayachamarajendra Road, Bangalore-2 and its factory at 11/4th Mile, old Madras Road Avalahalli Bangalore-36, have agreed that the provisions of the Employees' Provident Funds and Family Pension Fund Act, 1952 (19 of 1952), should be made applicable to the said establishment;

Now, therefore, in exercise of the powers conferred by sub-section (4) of section 1 of the said Act, the Central Government hereby applies the provisions of the said Act to the said establishment.

This notification shall be deemed to have come into force on the thirty first day of October, 1971.

[No. S. 35019(1)/71-PF. II(1).]

का० आ० 2287.—यतः केन्द्रीय सरकार को यह प्रतीत होता है कि मैसर्स अवालों इंजीनीयर्स, युनिटी बिल्डिंग (दूसरी मंजिल) जायाचमराजेन्द्रा रोड, बंगलौर-2 तथा इसका 11/4 माइल, ओल्ड मद्रास रोड, अवालाहाल बंगलौर-36 का कारखाना नामक स्थापन से सम्बद्ध नियोजक और कर्मचारियों की बहुसंख्या इस बात पर सहमत हो गई है कि कर्मचारी भविष्य निधि और कुटुम्ब पेंशन निधि अधिनियम, 1952 (1952 का 19) के उपबन्ध उक्त स्थापन को लागू किए जाने चाहिए ;

अतः अब, उक्त अधिनियम की धारा 1 की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार उक्त अधिनियम के उपबन्ध उक्त स्थापन को एतद्वारा लागू करती है;

यह अधिसूचना 1971 के अक्टूबर, के 31 वें दिन को प्रवृत्त हुई समझी जाएगी।

[सं० एस० 35019(1)/71-पी० एफ० II(i)]

S.O. 2288.—Whereas it appears to the Central Government that the employer and the majority of the employees in relation to the establishment known as Messrs Ambasankar Engineering Company Melacorani Road, Karaikudy, have agreed that the provisions of the Employees' Provident Funds and Family Pension Fund Act, 1952 (19 of 1952), should be made applicable to the said establishment;

Now, therefore, in exercise of the powers conferred by sub-section (4) of section 1 of the said Act, the Central Government hereby applies the provisions of the said Act to the said establishment.

This notification shall be deemed to have come into force on the first day of October, 1971.

[No. 35019(165)/71-PF. II.]

का० आ० 2288.—यतः केन्द्रीय सरकार को यह प्रतीत होता है कि मैसर्स अंबासंकर इंजीनीयरिंग कम्पनी, मेलकोरानी रोड, करायकुडी नामक स्थापन से सम्बद्ध नियोजक और कर्मचारियों की बहुसंख्या इस बात पर सहमत हो गई है कि कर्मचारी भविष्य निधि और कुटुम्ब पेंशन निधि अधिनियम, 1952 (1952 का 19) के उपबन्ध उक्त स्थापन को लागू किए जाने चाहिए।

अतः, अब, उक्त अधिनियम की धारा 1 की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार उक्त अधिनियम के उपबन्ध उक्त स्थापन को एतद्वारा लागू करती है।

यह अधिसूचना 1971 के अक्टूबर के प्रथम दिन को प्रवृत्त हुई समझी जाएगी।

[सं० एस०-35019(165)/71-पी०एफ० 2]

S.O. 2289.—Whereas it appears to the Central Government that the employer and the majority of the employees in relation to the establishment known as Messrs Vadehreas, 21-Regal Building, New Delhi, have agreed that the provisions of the Employees' Provident Funds and Family Pension Fund Act, 1952 (19 of 1952), should be made applicable to the said establishment;

Now, therefore, in exercise of the powers conferred by sub-section (4) of section 1 of the said Act, the Central Government hereby applies the provisions of the said Act to the said establishment.

This notification shall be deemed to have come into force on the first day of April, 1971.

[No. S. 35019(176)/71-PF. II.]

का० आ० 2289.—यतः केन्द्रीय सरकार को यह प्रतीत होता है कि मैसर्स बडेहरास, 21-रीगल बिल्डिंग, नई दिल्ली नामक स्थापन से सम्बद्ध नियोजक और कर्मचारियों की बहुसंख्या इस बात पर सहमत हो गई है कि कर्मचारी भविष्य निधि और कुटुम्ब पेंशन निधि अधिनियम 1952 (1952 का 19) के उपबन्ध उक्त स्थापन को लागू किए जाने चाहिए ;

अतः, अब, उक्त अधिनियम की धारा 1 की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार उक्त अधिनियम के उपबन्ध उक्त स्थापन को एतद्द्वारा लागू करती है।

यह अधिसूचना 1971 के अप्रैल के प्रथम दिन को प्रवृत्त हुई समझी जाएगी।

[सं० एस० 35019(176)/71-पी० एफ० 2]

S.O. 2290.—Whereas it appears to the Central Government that the employer and the majority of the employees in relation to the establishment known as Messrs Zaran Trading Agency, Post Bag 6657, Bandra, Bombay-50 including its factory at 6-H, Ball Bazar, Bharat Coal Compound, Kurla, Bombay-70 have agreed that the provisions of the Employees' Provident Funds and Family Pension Fund Act, 1952 (19 of 1952), should be made applicable to the said establishment;

Now, therefore, in exercise of the powers conferred by sub-section (4) of section 1 of the said Act, the Central Government hereby applies the provisions of the said Act to the said establishment.

This notification shall be deemed to have come into force on the thirty first day of August, 1971.

[No. S. 35018(2)/72-PF. II.]

का० आ० 2290.—यतः, केन्द्रीय सरकार को यह प्रतीत होता है कि मैसर्स जरन ट्रेडिंग एजेंसी, पोस्ट बैग 6657, बान्द्रा बम्बई-50 तथा इसका 6-एच, बेल बाजार, भारत कोल कम्पाउंड, कुर्ला, बम्बई-70 का कारखाना, नामक स्थापन से सम्बद्ध नियोजक और कर्मचारियों की बहुसंख्या इस बात पर सहमत हो गई है कि कर्मचारी भविष्य निधि और कुटुम्ब पेंशन निधि अधिनियम 1952 (1952 का 19) के उपबन्ध उक्त स्थापन को लागू किए जाने चाहिए ;

अतः, अब, उक्त अधिनियम की धारा 1 की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार उक्त अधिनियम के उपबन्ध उक्त स्थापन को एतद्द्वारा लागू करती है।

यह अधिसूचना 1971 के अगस्त के 31 वें दिन को प्रवृत्त हुई समझी जाएगी।

[सं० एस० 35018(2)/72-पी० एफ० 2]

S.O. 2291.—Whereas it appears to the Central Government that the employer and the majority of the employees in relation to the establishment known as Messrs Punjab Kashmir Goods Transport Co., Ghee Mandi Gate, Amritsar have agreed that the provisions of the Employees' Provident Funds and Family Pension

Fund Act, 1952 (19 of 1952), should be made applicable to the said establishment;

Now, therefore, in exercise of the powers conferred by sub-section (4) of section 1 of the said Act, the Central Government hereby applies the provisions of the said Act to the said establishment.

This notification shall be deemed to have come into force on the first day of November, 1971.

[No. S.35019(186)/71-PF.II.]

का० आ० 2291.—यतः केन्द्रीय सरकार को यह प्रतीत होता है कि मैसर्स पंजाब कश्मीर गुड्स ट्रांसपोर्ट कम्पनी, घी मण्डी गेट, अमृतसर नामक स्थापन से सम्बद्ध नियोजक और कर्मचारियों की बहुसंख्या इस बात पर सहमत हो गई है कि कर्मचारी भविष्य निधि और कुटुम्ब पेंशन निधि अधिनियम 1952 (1952 का 19) के उपबन्ध उक्त स्थापन को लागू किए जाने चाहिए ;

अतः, अब, उक्त अधिनियम की धारा 1 की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार उक्त अधिनियम के उपबन्ध उक्त स्थापन को एतद्द्वारा लागू करती है।

यह अधिसूचना 1971 के नवम्बर के प्रथम दिन को प्रवृत्त हुई समझी जाएगी।

[सं० एस० 35019(186)/71-पी० एफ० II]

S.O. 2292.—Whereas it appears to the Central Government that the employer and the majority of the employees in relation to the establishment known as Messrs Life Pharmaceuticals (Private) Limited, 52, Patliputra Colony, Patna 13, have agreed that the provisions of the Employees' Provident Funds and Family Pension Fund Act, 1952 (19 of 1952), should be made applicable to the said establishment;

Now, therefore, in exercise of the powers conferred by sub-section (4) of section 1 of the said Act, the Central Government hereby applies the provisions of the said Act to the said establishment.

This notification shall be deemed to have come into force on the first day of July, 1971.

[No. S.35019(173)/71-PF.II(1).]

का० आ० 2292.—केन्द्रीय सरकार को यह प्रतीत होता है कि मैसर्स लाइफ फार्मास्यूटिकल्स (प्रा०) लि०, 52 पाटलीपुत्र कालोनी, पटना-13 नामक स्थापन से सम्बद्ध नियोजक और कर्मचारियों की बहुसंख्या इस बात पर सहमत हो गई है कि कर्मचारी भविष्य निधि और कुटुम्ब पेंशन निधि अधिनियम 1952 (1952 का 19) के उपबन्ध उक्त स्थापन को लागू किए जाने चाहिए ;

अतः, अब, उक्त अधिनियम की धारा 1 की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार उक्त अधिनियम के उपबन्ध उक्त स्थापन को एतद्द्वारा लागू करती है।

यह अधिसूचना 1971 की जुलाई, के प्रथम दिन को प्रवृत्त हुई समझी जाएगी।

[सं० एस०-35019(173)/71-पी० एफ० 2(i)]

S.O. 2293.—In exercise of the powers conferred by the first proviso to section 6 of the Employees' Provident Funds and Family Pension Fund Act, 1952 (19 of 1952), the Central Government, after making necessary enquiry into the matter, hereby specifies, with effect from the 1st July, 1971 the establishment known as Messrs Life Pharmaceuticals (Private) Limited, 52, Patliputra Colony, Patna-13 for the purposes of the said proviso.

[No. S.35019/173/71-PF.II(II).]

क्र० प्र० 2293.—केन्द्रीय सरकार कर्मचारी भविष्य निधि और कुटुम्ब पेंशन निधि अधिनियम, 1952 (1952 का 19) की धारा 6 के प्रथम परन्तुक द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, संबद्ध विषय में आवश्यक जांच करने के पश्चात् 1 जुलाई, 1971 से लाइफ फार्मासिटिकल्स (प्रा०) लि०, 52, पाटलीपुत्र कोलोनी, पटना-13 नामक स्थापन को एतद्वारा उक्त परन्तुक के प्रयोजनों के लिए विनिर्दिष्ट करती है।

[सं० एस-35019(173)/71-पी०एफ० II (ii)]

S.O. 2294.—Whereas Messrs Indian Mutual General Insurance Society Limited, 35, Mount Road, Madras (hereinafter referred to as the said establishment) has applied for exemption under clause (a) of sub-section (1) of section 17 of the Employees' Provident Funds and Family Pension Fund Act, 1952 (19 of 1952);

And whereas in the opinion of the Central Government, the rules of the provident fund of the said establishment with respect to the rates of contribution are not less favourable to the employees therein than those specified in section 6 of the said Act, and the employees are also in enjoyment of other provident fund benefits which on the whole are not less favourable to the employees than the benefits provided under the said Act or under the Employees' Provident Funds Scheme, 1952 (hereinafter referred to as the said Scheme) in relation to the employees in any other establishment of a similar character;

Now, therefore, in exercise of the powers conferred by clause (a) of sub-section (1) of section 17 of the said Act, and subject to the conditions specified in the Schedule annexed hereto, the Central Government hereby exempts the said establishment from the operation of all the provisions of the said Scheme and in pursuance of sub-section (3) of the said section 17, the Central Government hereby directs that.

- the employer in relation to the said establishment shall pay within fifteen days of the close of the month to the Employees' Provident Fund, inspection charges at the rate of 0.69 per cent (zero point zero nine per cent) of the pay (basic wages, dearness allowance, retaining allowance, if any, and cash value of food concession admissible thereon) for the time being payable to the employees of the said establishment who would have become members under the said scheme but for this exemption;
- the said employer shall invest the provident fund contributions in accordance with the directions issued by the Central Government from time to time.

THE SCHEDULE

1. The employer shall submit such returns to the Regional Provident Fund Commissioner as the Central Government may, from time to time, prescribe.

2. The employer shall furnish to each employee an Annual Statement of Account or Pass Book.

3. All expenses involved in the administration of the Fund including the maintenance of accounts, submission of accounts and returns, transfer of accumulations, payment of inspection charges etc., shall be borne by the employer.

4. The employer shall display on the Notice Board of the establishment a copy of the Rules of the Fund as approved by the appropriate Government and, as and when amended, alongwith a translation of the salient points thereof in the language of the majority of the employees.

5. Where an employee who is already member of the Employees' Provident Fund (Statutory Fund) or the Provident Fund of another exempted establishment is employed in his establishment, the employer shall immediately enrol him as a member of the Fund of the establishment, and accept the past accumulations in respect of such employee and credit to his account.

6. The employer shall enhance the rate of provident fund contribution appropriately if the rate of provident fund contributions for the class of establishments in which his establishment falls is enhanced under the Employees' Provident Funds and Family Pension Fund Act 1952 so that the benefits under the provident fund scheme of the establishment shall not become less favourable than the benefit provided under the Employees' Provident Funds and Family Pension Fund Act, 1952.

7. The establishment shall submit an audited balance sheet of its provident fund every year to the Regional Provident Fund Commissioner within 3 months of the close of the year.

8. No amendment of the Rules of the provident fund shall be made without the previous approval of the Central Provident Fund Commissioner. Where any amendment is likely to affect adversely the interests of the employees, the Central Provident Fund Commissioner shall, before giving his approval, give a reasonable opportunity to the employees to explain their point of view.

[No. S.35014(33)/71-PF.II.]

क्र० प्र० 2294—यतः मैसर्स इंडियन म्यूचुल जनरल इन्शोरेंस सोसाईटी लिमिटेड, 35 माउंट रोड, मद्रास (जिसे इसमें इसके पश्चात् उक्त स्थापन कहा गया है) ने कर्मचारी भविष्य निधि और कुटुम्ब पेंशन निधि अधिनियम, 1952 (1952 का 19) (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 17 की उपधारा (1) के खण्ड (क) के अधीन छूट देने के लिए आवेदन किया गया है :

और यतः केन्द्रीय सरकार की राय में अभिदाय की दरों की श्रावत उक्त स्थापन के भविष्य निधि नियम उसके कर्मचारियों के लिए उन नियमों से कम अनुकूल नहीं हैं जो उक्त अधिनियम की धारा 6 में विनिर्दिष्ट है, और कर्मचारी भविष्य निधि की अन्य प्रसुविधाएं भी पा रहे हैं जो कर्मचारियों के लिए कुल मिलाकर उन प्रसुविधाओं से कम अनुकूल नहीं हैं, जो, उसी प्रकार के किसी अन्य स्थापन के कर्मचारियों के सम्बन्ध में, उक्त अधिनियम के अधीन और कर्मचारी भविष्य निधि स्कीम, 1952 (जिसे इसमें इसके पश्चात् उक्त स्कीम कहा गया है) के अधीन की जाती है ;

अतः, अब, उक्त अधिनियम की धारा 17 की उपधारा (1) के खण्ड (क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए

और इससे उपाबद्ध अनुसूची में विनिर्दिष्ट शर्तों के अधीन रहते हुए, केन्द्रीय सरकार उक्त स्थापन को उक्त स्कीम के सभी उपबन्धों के प्रवर्तन से एतद्वारा छूट देती है और उक्त धारा 17 की उपधारा (3) के अनुसरण में केन्द्रीय सरकार एतद्वारा निवेश देती है कि:—

(क) उक्त स्थापन से सम्बद्ध नियोजक उक्त स्थापन के उन कर्मचारियों को, जो यदि यह छूट न दी गई होती तो, उक्त स्कीम के अधीन सदस्य हो गए होते, तत्समय देय वेतन के (आधारिक मजदूरी, और मंहगाई भत्ता, प्रतिधारण भत्ता, यदि कोई हो, और उस पर अनुशेष खाद्य रियायत का नकद मूल्य 0.09 (शून्य दशमलव शून्य नौ) प्रतिशत की दर से निरीक्षण-प्रभार मासान्त के पन्द्रह दिन के भीतर कर्मचारी भविष्य निधि को देंगे।

(ख) उक्त नियोजक भविष्य निधि अभिदायों को, केन्द्रीय सरकार द्वारा समय-समय पर निकाले गए निदेशों के अनुसार विनिर्दिष्ट करेगा।

अनुसूची

1. नियोजक प्रादेशिक भविष्य निधि आयुक्त को वे विवरणियां भेजेगा जिन्हें केन्द्रीय सरकार समय-समय पर विहित करे।

2. नियोजक प्रत्येक कर्मचारी को वार्षिक लेखा-विवरण या पास बुक भेजेगा।

3. निधि के प्रशासन, जिसमें लेखाओं का बनाए रखना, लेखाओं और विवरणों का भेजा जाना, संचयों का अन्तरण, निरीक्षण-प्रभारों आदि का संवाय सम्मिलित हैं, में अन्तर्बलित सभी व्ययों का वहन नियोजक द्वारा किया जाएगा।

4. नियोजक समुचित सरकार द्वारा अनुमोदित निधि के नियमों की एक प्रति स्थापन के सूचना-पट्ट पर प्रदर्शित करेगा और जब कभी उनमें संशोधन किया जाएगा तब कर्मचारियों की बहु संख्या की भाषा में उसकी मुख्य मुख्य बातों का अनुबाव भी प्रदर्शित करेगा।

5. यदि कोई ऐसा कर्मचारी, जो कर्मचारी भविष्य निधि (कानूनी निधि) या छूट-प्रान्त किसी अन्य स्थापन की भविष्य निधि का पहले ही से सदस्य है, उसके स्थापन में नियोजित होता है तो नियोजक स्थापन की निधि के सदस्य के रूप में उसका नाम तुरन्त ही दर्ज करेगा और ऐसे कर्मचारी की बाबत उसके पिछले संचयों, को स्वीकार करके उन्हें उसके खाते में जमा करेगा।

6. यदि उस वर्ग के स्थापनों के लिए, जिसमें नियोजक का स्थापन आता है, भविष्य निधि के अभिदायों की दर कर्मचारी भविष्य निधि अधिनियम, 1952 के अधीन बढ़ा दी जाए तो नियोजक भविष्य निधि के अभिदायों की दर समुचित रूप से बढ़ा देगा ताकि स्थापन की भविष्य निधि स्कीम के अधीन की प्रसुविधाएं उन प्रसुविधाओं से कम अनुकूल नहीं हो जाएं जिनकी व्यवस्था कर्मचारी भविष्य निधि और कुटुम्ब पेंशन निधि अधिनियम, 1952 के अधीन है।

7. स्थापन अपनी भविष्य निधि का संपरीक्षित तुलन-पत्र हर वर्ष प्रादेशिक भविष्य निधि आयुक्त को वर्षान्त के तीन मास के भीतर भेजेगा।

8. भविष्य निधि नियमों में कोई भी संशोधन केन्द्रीय भविष्य निधि आयुक्त के पूर्व अनुमोदन के बिना नहीं किया जाएगा। जहां किसी संशोधन से कर्मचारियों के हितों पर प्रतिकूल प्रभाव पड़ना संभाव्य हो वहां केन्द्रीय भविष्य निधि आयुक्त अपना अनुमोदन देना से पूर्व कर्मचारियों को अपना दृष्टिकोण स्पष्ट करने का युक्तियुक्त अवसर देगा।

[सं० एस०-35014(33)/71-पी०एफ०II]

S.O. 2295.—Whereas it appears to the Central Government that the employer and the majority of the employees in relation to the establishment known as Messrs Moheema Limited, 35, Chittaranjan Avenue, Calcutta-12, have agreed that the provisions of the Employees' Provident Funds and Family Pension Fund Act, 1952 (19 of 1952), should be made applicable to the said establishment;

Now, therefore, in exercise of the powers conferred by sub-section (4) of section I of the said Act, the Central Government hereby applies the provisions of the said Act to the said establishment.

This notification shall be deemed to have come into force on the thirtieth day of June, 1971.

[No. S.35018(77)/71-PF.II.]

का० आ० 2295.—यतः केन्द्रीय सरकार को यह प्रतीत होता है कि मैसर्स मोहीमा लिमिटेड, 35, चित्तरंजन एवेन्यू, कलकत्ता-12 नामक स्थापन से सम्बद्ध नियोजक और कर्मचारियों की बहु-संख्या इस बात पर सहमत हो गई है कि कर्मचारी भविष्य निधि और कुटुम्ब पेंशन निधि अधिनियम, 1952 (1952 का 19) के उपबन्ध उक्त स्थापन को लागू किये जाने चाहिए,

अतः, अब, उक्त अधिनियम की धारा 1 की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार उक्त अधिनियम के उपबन्ध उक्त स्थापन को एतद्वारा लागू करती है।

यह अधिसूचना 1971 के जून के 30वें दिन को प्रवृत्त हुई समझी जायेगी।

[सं० एम-35018(77)/71-पी०एफ० 2]

S.O. 2296.—Whereas it appears to the Central Government that the employer and the majority of the employees in relation to the establishment known as Messrs Hansraj Pragi and Company, Bhagubhai Chambers, 1st Floor, 363, Katha Bazar, Bombay-9 have agreed that the provisions of the Employees' Provident Funds and Family Pension Fund Act, 1952 (19 of 1952), should be made applicable to the said establishment;

Now, therefore, in exercise of the powers conferred by sub-section (4) of section 1 of the said Act, the Central Government hereby applies the provisions of the said Act to the said establishment.

This notification shall be deemed to have come into force on the thirty first day of August, 1971.

[No. S.35017/85/71-PF.II.]

का० आ० 2296.—यतः केन्द्रीय सरकार को यह प्रतीत होता है कि मैसर्स हंस राज प्रागी एण्ड कम्पनी, भगुभाई चैम्बर्स,

पहली मंजिल, 363, कथा बाजार, बम्बई-9 नामक स्थापन से सम्बद्ध नियोजक और कर्मचारियों की बहुसंख्या इस बात पर सहमत हो गई है कि कर्मचारी भविष्य निधि और कुटुम्ब पेंशन निधि अधिनियम, 1952 (1952 का 19) के उपबन्ध उक्त स्थापन को लागू किये जाने चाहिए;

अतः, अब, उक्त अधिनियम की धारा 1 की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार उक्त अधिनियम के उपबन्ध उक्त स्थापन को एतद्वारा लागू करती है।

यह अधिसूचना 1971 के अगस्त के 31वें दिन को प्रवृत्त हुई समझी जायेगी।

[संख्या फा० एस-35017(85)/71-पी०एफ० 2]

S.O. 2297.—Whereas it appears to the Central Government that the employer and the majority of the employees in relation to the establishment known as Messrs G.W.R. & Company, 89-A, Ballygunge Place, Calcutta-19 have agreed that the provisions of the Employees' Provident Funds and Family Pension Fund Act, 1952 (19 of 1952), should be made applicable to the said establishment;

Now, therefore, in exercise of the powers conferred by sub-section (4) of section 1 of the said Act, the Central Government hereby applies the provisions of the said Act to the said establishment.

This notification shall be deemed to have come into force on the thirteenth day of April, 1971.

[No. S.35018(73)/71-PF.II.]

का० आ० 2297.—यतः केन्द्रीय सरकार को यह प्रतीत होता है कि मैसर्स जी० डब्ल्यू० आर० एण्ड कम्पनी, 89-ए, बालीगंज प्लेस, कलकत्ता-19 नामक स्थापन से सम्बद्ध नियोजक और कर्मचारियों की बहुसंख्या इस बात पर सहमत हो गई है कि कर्मचारी भविष्य निधि और कुटुम्ब पेंशन निधि अधिनियम, 1952 (1952 का 19) के उपबन्ध उक्त स्थापन को लागू किये जाने चाहिए;

अतः, अब, उक्त अधिनियम की धारा 1 की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार उक्त अधिनियम के उपबन्ध उक्त स्थापन को एतद्वारा लागू करती है।

यह अधिसूचना 1971 के अप्रैल के 30वें दिन को प्रवृत्त हुई समझी जायेगी।

[संख्या एस-35018(73)/71-पी० एफ० 2]

S.O. 2298.—Whereas it appears to the Central Government that the employer and the majority of the employees in relation to the establishment known as Messrs Chandrika Engineering Works and Institute, Koorkanchery, Trichur have agreed that the provisions of the Employees' Provident Funds and Family Pension Fund Act, 1952 (19 of 1952), should be made applicable to the said establishment;

Now, therefore, in exercise of the powers conferred by sub-section (4) of section 1 of the said Act, the Central Government hereby applies the provisions of the said Act to the said establishment.

This notification shall come into force on the thirty first day of January, 1972.

[No. S.35019(183)/71-PF.II.]

का० आ० 2298.—यतः केन्द्रीय सरकार को यह प्रतीत होता है कि मैसर्स चन्द्रिका इंजिनियरिंग वर्क्स एण्ड इंस्टीट्यूट कारकंचरी, त्रिचूर नामक स्थापन से सम्बन्ध नियोजक और कर्मचारियों की बहुसंख्या इस बात पर सहमत हो गई है कि कर्मचारी भविष्य निधि और कुटुम्ब पेंशन निधि अधिनियम, 1952 (1952 का 19) के उपबन्ध उक्त स्थापन को लागू किए जाने चाहिए।

अतः, अब, उक्त अधिनियम की धारा 1 की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार उक्त अधिनियम के उपबन्ध उक्त स्थापन को एतद्वारा लागू करती है।

यह अधिसूचना 1972 की जनवरी के 31वें दिन को प्रवृत्त हुई समझी जाएगी।

[संख्या एस-35019(183)/71-पी०एफ०-2]

S.O. 2299.—Whereas it appears to the Central Government that the employer and the majority of the employees in relation to the establishment known as Messrs Mahatma Press, Palace Road, Trichur, Kerala State have agreed that the provisions of the Employees' Provident Funds and Family Pension Fund Act, 1952 (19 of 1952), should be made applicable to the said establishment;

Now, therefore, in exercise of the powers conferred by sub-section (4) of section 1 of the said Act, the Central Government hereby applies the provisions of the said Act to the said establishment.

This notification shall be deemed to have come into force on the thirty first day of January, 1972.

[No. S.35019(182)/71-PF.II.]

का० आ० 2299.—यतः केन्द्रीय सरकार को यह प्रतीत होता है कि मैसर्स महात्मा प्रेस, पैलेस रोड, त्रिचूर, केरल स्टेट नामक स्थापन से सम्बन्ध नियोजक और कर्मचारियों की बहुसंख्या इस बात पर सहमत हो गई है कि कर्मचारी भविष्य निधि और कुटुम्ब पेंशन निधि अधिनियम 1952 (1952 का 19) के उपबन्ध उक्त स्थापन को लागू किए जाने चाहिए।

अतः, अब, उक्त अधिनियम की धारा 1 की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार उक्त अधिनियम के उपबन्ध उक्त स्थापन को एतद्वारा लागू करती है।

यह अधिसूचना 1972 की जनवरी के 31वें दिन को प्रवृत्त हुई समझी जाएगी।

[संख्या एस-35019(182)/71-पी०एफ०-2]

S.O. 2300.—Whereas Messrs Shaw Wallace and Company Limited, 4, Bank Shall Street, Calcutta-1 (hereinafter referred to as the said establishment) has applied for exemption under clause (a) of sub-section (1) of section 17 of the Employees' Provident Funds and Family Pension Fund Act 1952 (19 of 1952);

And whereas in the opinion of the Central Government, the rules of the provident fund of the said establishment with respect to the rates of contribution are not less favourable to the employees therein than those specified in section 6 of the said Act, and the employees are also in enjoyment of other provident fund benefits which on the whole are not less favourable to the employees than the benefits provided under the said Act or under the Employees' Provident Funds Scheme, 1952 (hereinafter referred to as the said

Scheme) in relation to the employees in any other establishment of a similar character;

Now, therefore, in exercise of the powers conferred by clause (a) of sub-section (1) of section 17 of the said Act, and subject to the conditions specified in the Schedule annexed hereto, the Central Government hereby exempts the said establishment from the operation of all the provisions of the said Scheme and in pursuance of sub-section (3) of the said section 17, the Central Government hereby directs that,—

- (a) the employer in relation to the said establishment shall pay within fifteen days of the close of the month to the Employees' Provident Fund, inspection charges at the rate of 0.09 per cent (zero point zero nine per cent) of the pay (basic wages, dearness allowance, retaining allowance, if any, and cash value of food concession admissible thereon) for the time being payable to the employees of the said establishment who would have become members under the said Scheme but for this exemption;
- (b) the said employer shall invest the provident fund contributions in accordance with the directions issued by the Central Government from time to time.

THE SCHEDULE

1. The employer shall submit such returns to the Regional Provident Fund Commissioner as the Central Government may, from time to time, prescribe.
2. The employer shall furnish to each employee an Annual Statement of Account or Pass Book.
3. All expenses involved in the administration of the Fund including the maintenance of accounts, submission of accounts and returns, transfer of accumulations, payment of inspection charges, etc., shall be borne by the employer.
4. The employer shall display on the Notice Board of the establishment a copy of the Rules of the Fund as approved by the appropriate Government and, as and when amended, alongwith a translation of the salient points thereof in the language of the majority of the employees.
5. Where an employee who is already member of the Employees' Provident Fund (Statutory Fund) or the Provident Fund of another exempted establishment is employed in his establishment, the employer shall immediately enrol him as a member of the Fund of the establishment, and accept the past accumulations in respect of such employee and credit to his account.
6. The employer shall enhance the rate of provident fund contribution appropriately if the rate of provident fund contributions for the class of establishments in which his establishment falls is enhanced under the Employees' Provident Funds and Family Pension Fund Act, 1952 so that the benefits under the provident fund scheme of the establishment shall not become less favourable than the benefit provided under the Employees' Provident Funds and Family Pension Fund Act, 1952.
7. The establishment shall submit an audited balance sheet of its provident fund every year to the Regional Provident Fund Commissioner within 3 months of the close of the year.
8. No amendment of the Rules of the provident fund shall be made without the previous approval of the Central Provident Fund Commissioner. Where any amendment is likely to affect adversely the interests of the employees, the Central Provident Fund Commissioner

shall, before giving his approval, give a reasonable opportunity to the employees to explain their point of view.

[No. S-35014/32/71/PF-II.]

का० प्रा०-2300 यतः मैसर्स शा वालेस एण्ड कम्पनी, लिमिटेड, 4-बैंक शैल स्ट्रीट, कलकत्ता - 1 (जिसे इसमें इसके पश्चात् उक्त स्थापन कहा गया है) ने कर्मचारी भविष्य निधि तथा कुटुम्ब पेंशन निधि अधिनियम, 1952 (1952 का 19) (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 17 की उपधारा (1) के खण्ड (क) के अधीन छूट देने के लिए आवेदन किया है ;

और यतः केन्द्रीय सरकार की राय में अभिदाय की दरों की बाबत उक्त स्थापन के भविष्य निधि नियम उसके कर्मचारियों के लिए उन नियमों से कम अनुकूल नहीं हैं जो उक्त अधिनियम की धारा 6 में विनिर्दिष्ट हैं, और कर्मचारी भविष्य निधि की अन्य प्रसुविधाएँ भी पा रहे हैं जो कर्मचारियों के लिए कुल मिलाकर उन प्रसुविधाओं से कम अनुकूल नहीं हैं, जो उसी प्रकार के किसी अन्य स्थापन के कर्मचारियों के सम्बन्ध में, उक्त अधिनियम के अधीन और कर्मचारी भविष्य निधि स्कीम, 1952 (जिसे इसमें इसके पश्चात् उक्त स्कीम कहा गया है) के अधीन दी जाती है ;

अतः अब, उक्त अधिनियम की धारा 17 की उपधारा (1) के खण्ड (क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए और इस से उपाबद्ध अनुसूची में विनिर्दिष्ट शर्तों के अधीन रहते, हुए केन्द्रीय सरकार उक्त स्थापन को उक्त स्कीम के सभी उपबन्धों के प्रवर्तन से एतद्द्वारा छूट देती है और उक्त धारा 17 की उप धारा (3) के अनुसरण में केन्द्रीय सरकार एतद्द्वारा निदेश देती है कि -

(क) उक्त स्थापन से सम्बद्ध नियोजक उक्त स्थापन के उन कर्मचारियों को, जो, यदि यह छूट न दी गई होती तो, उक्त स्कीम के अधीन सदस्य हो गए होते, तत्समय देय वेतन के (आधारिक मजदूरी, मंहगाई भत्ता, प्रतिधारण भत्ता, यदि कोई हो, और उस पर अनुज्ञेय खाद्य रियायत का नकद मूल्य) 0.09 (शून्य दशमलव शून्य नौ) प्रतिशत की दर से निरीक्षण - प्रभार मासान्त के प्रन्द्रह दिन के भीतर कर्मचारी भविष्य निधि को देगा ;

(ख) उक्त नियोजक भविष्य निधि अभिदायों को, केन्द्रीय सरकार द्वारा समय-समय पर निकाले गए निदेशों के अनुसार, विनिर्दिष्ट करेगा ।

अनुसूची

1. नियोजक प्रादेशिक/भविष्य निधि आयुक्त को वे विवरणियाँ भेजेगा जिन्हें केन्द्रीय सरकार समय समय पर विहित करे ।

2. नियोजक प्रत्येक कर्मचारी को वार्षिक लेखा विवरण या पास बुक भेजेगा ।

3. निधि के प्रशासन जिसमें लेखाओं का बनाए रखना, लेखाओं और विवरणियों का भेजा जाना, संचयों का अन्तरण, निरीक्षण - प्रभारों आदि का सन्दाय सम्मिलित हैं, में अन्तर्गलित सभी व्ययों का वहन नियोजक द्वारा किया जाएगा।

4. नियोजक समुचित सरकार द्वारा अनुमोदित निधि के नियमों की एक प्रति स्थापन के सूचना - पट्ट पर प्रदर्शित करेगा और जब कभी उनमें संशोधन किया जाएगा तब कर्मचारियों को बहुसंख्या की भाषा में उसकी मुख्य मुख्य बातों का अनुवाद भी प्रदर्शित करेगा।

5. यदि कोई ऐसा कर्मचारी जो कर्मचारी भविष्य निधि (कानूनी निधि) या छूट - प्राप्त किसी अन्य स्थापन की भविष्य निधि का पहले ही से सदस्य है, उसके स्थापन में नियोजित होता है तो नियोजक स्थापन की निधि के सदस्य के रूप में उसका नाम तुरन्त ही दर्ज करेगा और ऐसे कर्मचारी की बाबत उसके पिछले संघों को स्वीकार कर के उन्हें उसके खाते में जमा करेगा।

6. यदि उस वर्ष के स्थापनों के लिए, जिसमें नियोजक का स्थापन आता है, भविष्य निधि के अभिदायों की दर कर्मचारी भविष्य निधि तथा कुटुम्ब पेंशन निधि अधिनियम, 1952 के अधीन बढ़ा दी जाए तो नियोजक भविष्य निधि के अभिदायों की दर समुचित रूप से बढ़ा देगा ताकि स्थापन की भविष्य निधि स्कीम के अधीन की प्रसुविधाएँ उन प्रसुविधाओं से कम अनुकूल न हो जाएँ जिनकी व्यवस्था कर्मचारी भविष्य निधि तथा कुटुम्ब पेंशन निधि अधिनियम, 1952 के अधीन है।

7. स्थापन अपनी भविष्य निधि का संपरीक्षित तुलन-पत्र हर वर्ष प्रादेशिक / भविष्य निधि आयुक्त को वर्षान्त के तीन मास के भीतर भेजेगा।

8. भविष्य निधि नियमों में कोई भी संशोधन केन्द्रीय भविष्य निधि आयुक्त के पूर्व अनुमोदन के बिना नहीं किया जाएगा। जहाँ किसी संशोधन से कर्मचारियों के हितों पर प्रतिकूल प्रभाव पड़ना संभाव्य हो वहाँ केन्द्रीय भविष्य निधि आयुक्त, अपना अनुमोदन देने से पूर्व, कर्मचारियों को अपना दृष्टिकोण स्पष्ट करने का व्यक्तिगत अवसर देगा।

[संख्या 35014 (32)/71 - पी० एफ० 2]

S.O. 2301.—Whereas Messrs Good Year India Limited, 225-C, Acharya Jagadish Chandra Basu Road Calcutta-20 (hereinafter referred to as the said establishment) has applied for exemption under clause (a) of sub-section (1) of section 17 of the Employees' Provident Funds and Family Pension Fund Act, 1952 (19 of 1952);

And whereas in the opinion of the Central Government, the rules of the provident fund of the said establishment with respect to the rates of contribution are not less favourable to the employees therein than those specified in section 6 of the said Act, and the employees are also in enjoyment of other provident fund benefits which on the whole are not less favourable to the employees than the benefits provided under the said Act or under the Employees' Provident Funds

Scheme, 1952 (hereinafter referred to as the said Scheme) in relation to the employees in any other establishment of a similar character;

Now, therefore, in exercise of the powers conferred by clause (a) of sub-section (1) of section 17 of the said Act, and subject to the conditions specified in the Schedule annexed hereto, the Central Government hereby exempts the said establishment from the operation of all the provisions of the said Scheme and in pursuance of sub-section (3) of the said section 17, the Central Government hereby directs that,—

- (a) the employer in relation to the said establishment shall pay within fifteen days of the close of the month to the Employees' Provident Fund, inspection charges at the rate of 0.09 per cent (zero point zero nine per cent) of the pay (basic wages, dearness allowance, retaining allowance, if any, and cash value of food concession admissible thereon) for the time being payable to the employees of the said establishment who would have become members under the said Scheme but for this exemption;
- (b) the said employer shall invest the provident fund contributions in accordance with the directions issued by the Central Government from time to time.

THE SCHEDULE

1. The employer shall submit such returns to the Regional Provident Fund Commissioner as the Central Government may, from time to time, prescribe.
2. The employer shall furnish to each employee an Annual Statement of Account or Pass Book.
3. All expenses involved in the administration of the Fund including the maintenance of accounts, submission of accounts and returns, transfer of accumulations, payment of inspection charges, etc., shall be borne by the employer.
4. The employer shall display on the Notice Board of the establishment a copy of the Rules of the Fund as approved by the appropriate Government and, as and when amended, alongwith a translation of the salient points thereof in the language of the majority of the employees.
5. Where an employee who is already member of the Employees' Provident Fund (Statutory Fund) or the Provident Fund of another exempted establishment is employed in his establishment, the employer shall immediately enrol him as a member of the Fund of the establishment, and accept the past accumulations in respect of such employee and credit to his account.
6. The employer shall enhance the rate of provident fund contribution appropriately if the rate of provident fund contributions for the class of establishments in which his establishment falls is enhanced under the Employees' Provident Funds and Family Pension Fund Act, 1952 so that benefits under the provident fund scheme of the establishment shall not become less favourable than the benefit provided under the Employees' Provident Funds and Family Pension Fund Act, 1952.
7. The establishment shall submit an audited balance sheet of its provident fund every year to the Regional Provident Fund Commissioner within 3 months of the close of the year.
8. No amendment of the Rules of the provident fund shall be made without the previous approval of the Central Provident Fund Commissioner. Where any amendment is likely to affect adversely the interests of the employees, the Central Provident Fund Commissioner

shall, before giving his approval, give a reasonable opportunity to the employees to explain their point of view.

[No. 11/35/70/PF-II.]

का०प्रा० 2301.— या; मैसर्स गुड ईयर इन्डिया लिमिटेड, 225-सी, आचार्य जगदीश चन्द्र बसु रोड, कलकत्ता-20 (जिसे इसमें इसके पश्चात् उक्त स्थापन कहा गया है) ने कर्मचारी भविष्य निधि तथा कुटुम्ब पेंशन निधि अधिनियम, 1952 (1952 का 19) (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 17 की उपधारा (1) के खण्ड (क) के अधीन छूट देने के लिए आवेदन किया है;

और यतः केन्द्रीय सरकार की राय में अभिदाय की दरों की बाबत उक्त स्थापन के भविष्य निधि नियम उसके कर्मचारियों के लिए उन नियमों से कम अनुकूल नहीं हैं जो उक्त अधिनियम की धारा 6 में विनिर्दिष्ट हैं, और कर्मचारी भविष्य निधि की अन्य प्रसुविधाएं भी पा रहे हैं जो कर्मचारियों के लिए कुल मिलाकर उन प्रसुविधाओं से कम अनुकूल नहीं हैं, जो, उसी प्रकार के किसी अन्य स्थापन के कर्मचारियों के संबंध में, उक्त अधिनियम के अधीन और कर्मचारी भविष्य निधि स्कीम, 1952 (जिसे इसमें इसके पश्चात् उक्त स्कीम कहा गया है) के अधीन दी जाती है;

अतः अब, उक्त अधिनियम की धारा 17 की उपधारा (1) के खण्ड (क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए इससे उपाबद्ध अनुसूची में विनिर्दिष्ट शर्तों के अधीन रहते हुए केन्द्रीय सरकार उक्त स्थापन को उक्त स्कीम के सभी उपबन्धों के प्रवर्तन से एतद्वारा छूट देती है और उक्त धारा 17 की उपधारा (3) के अनुसरण में केन्द्रीय सरकार एतद्वारा निदेश देती है कि—

(क) उक्त स्थापन से सम्बद्ध नियोजक उक्त स्थापन के उन कर्मचारियों को, जो, यदि वह छूट न दी गई होती तो, उक्त स्कीम के अधीन सदस्य हो गए होते, तत्समय देय वेतन के (आधारिक मजदूरी, मंहगाई भत्ता, प्रतिधारण भत्ता, यदि कोई हो, और उस पर अनजोय खाद्य रियायत का नकद मूल्य) 0.09 (शुन्य दशमलव शुन्य नौ) प्रतिशत की दर से निरीक्षण प्रभार मासान्त के पन्द्रह दिन के भीतर कर्मचारी भविष्य निधि को देगा;

(ख) उक्त नियोजक भविष्य निधि अभिदायों को, केन्द्रीय सरकार द्वारा समय समय पर निकाले गए निदेशों के अनुसार, विनिर्दिष्ट करेगा।

अनुसूची

1. नियोजन प्रादेशिक भविष्य निधि आयुक्त को वे विवरणियां भेजेगा जिन्हें केन्द्रीय सरकार समय समय पर विहित करे।

2. नियोजक प्रत्येक कर्मचारी को वार्षिक लेखा-विवरण या पास बुक भेजेगा।

3. निधि के प्रशासन, जिसमें लेखाओं का बनाए रखना लेखाओं और विवरणियों का भेजा जाना, संचयों का अंतरण,

निरीक्षण प्रभारों आदि का संदाय सम्मिलित है, में अन्तर्बलित सभी व्ययों का वहन नियोजक द्वारा किया जाएगा।

4. नियोजक समुचित सरकार द्वारा अनुमोदित निधि के नियमों की एक प्रति स्थापन के सूचना पट्ट पर प्रदर्शित करेगा और जब कभी उनमें संशोधन किया जाएगा तब कर्मचारियों की बहुसंख्या की भाषा में उसकी मुख्या-मुख्य बातों का अनुवाद भी प्रदर्शित करेगा।

5. यदि कोई ऐसा कर्मचारी, जो कर्मचारी भविष्य निधि (कानूनी निधि) या छूट प्राप्त किसी अन्य स्थापन की भविष्य निधि का पहले हीसे सदस्य है, उसके स्थापन में नियोजित होता है तो नियोजक स्थापन की निधि के सदस्य के रूप में उसका नाम तुरंत ही दर्ज करेगा और ऐसे कर्मचारी की बाबत उसके पिछले संचयों को स्वीकार करके उन्हें उसके खाने में जमा करेगा।

6. यदि उस वर्ग के स्थापनों के लिए, जिसमें नियोजक का स्थापन आता है, भविष्य निधि के अभिदायों की दर कर्मचारी भविष्य निधि तथा कुटुम्ब पेंशन निधि अधिनियम, 1952 के अधीन बढ़ा दी जाए तो नियोजक भविष्य निधि के अभिदायों की दर समुचित रूप से बढ़ा देगा ताकि स्थापन की भविष्य निधि स्कीम के अधीन की प्रसुविधाएं उन प्रसुविधाओं से कम अनुकूल न हो जाएं जिनकी व्यवस्था कर्मचारी भविष्य निधि तथा कुटुम्ब पेंशन निधि अधिनियम, 1952 के अधीन है।

7. स्थापन अपनी भविष्य निधि का संपरीक्षित तुलन पत्र हर वर्ष प्रादेशिक भविष्य निधि आयुक्त को वर्षान्त के तीन मास के भीतर भेजेगा।

8. भविष्य निधि नियमों में कोई भी संशोधन केन्द्रीय भविष्य निधि आयुक्त के पूर्व अनुमोदन के बिना नहीं किया जाएगा जहां किसी संशोधन से कर्मचारियों के हितों पर प्रतिकूल प्रभाव पड़ना संभाव्य हो वहां केन्द्रीय भविष्य निधि आयुक्त, अपना अनुमोदन देने से पूर्व, कर्मचारियों को अपना दृष्टिकोण स्पष्ट करने का युक्तियुक्त अवसर देगा।

[सं० 11/35/70-पी० एफ०-2]

S.O. 2302.—Whereas it appears to the Central Government that the employer and the majority of the employees in relation to the establishment known as the Pondicherry Swadeshi Cotton Mills Employees' Cooperative Stores Limited Vallianur Road, Orlianpet Pondicherry-4 have agreed that the provisions of the Employees Provident Funds and Family Pension Fund Act, 1952 (19 of 1952), should be made applicable to the said establishment;

Now, therefore, in exercise of the powers conferred by sub-section (4) of section 1 of the said Act, the Central Government hereby applies the provisions of the said Act to the said establishment.

This notification shall be deemed to have come into force on the first day of November, 1971.

[No. S.35019(171)/71-PF.II(1).]

का० आ० 2302.—यतः केन्द्रीय सरकार को यह प्रतीत होता है कि मैसर्स दि पांडेचेरी स्वदेशी काटन मिल्स एम्पलाइज कोओपरेटिव स्टोर्स लिमिटेड, बलियानुर रोड, ओरिलियनपेट, पांडेचेरी-4 नामक स्थापन से सम्बद्ध नियोजक और कर्मचारियों की बहुसंख्या इस बात पर सहमत हो गई है कि कर्मचारी भविष्य निधि और कुटुम्ब पेंशन निधि अधिनियम 1952 (1952 का 19) के उपबन्ध उक्त स्थापन को लागू किए जाने चाहिए ;

अतः, अब, उक्त अधिनियम की धारा 1 की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार उक्त अधिनियम के उपबन्धक उक्त स्थापन को एतद्वारा लागू करती है।

यह अधिसूचना 1971 के नवम्बर, के प्रथम दिन को प्रवृत्त हुई समझी जाएगी।

[सं० एस-35019 (171)/71-पी० एफ०-2]

S.O. 2303.—In exercise of the powers conferred by the first proviso to section 6 of the Employees' Provident Funds and Family Pension Fund Act, 1952 (19 of 1952), the Central Government, after making necessary enquiry into the matter, hereby specifies, with effect from the first day of November, 1971, the establishment known as Messrs Pondicherry Swadeshi Cotton Mills Employees' Cooperative Stores Limited Vallanure Road, Orillanpet, Pondicherry-4 for the purposes of the said proviso.

[No. S. 35019(171)/71-PF.II(ii).]

का० आ० 2303.—केन्द्रीय सरकार कर्मचारी भविष्य निधि और कुटुम्ब पेंशन निधि अधिनियम, 1952 (1952 का 19) की धारा 6 के प्रथम परन्तुक द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, संबद्ध विषय में आवश्यक जांच करने के पश्चात् 1 नवम्बर, 1971 में मैसर्स पांडेचेरी स्वदेशी काटन मिल्स एम्पलाइज कोओपरेटिव स्टोर्स लिमिटेड, बलियानुर रोड, ओरिलियनपेट पांडेचेरी-4 नामक स्थापन को एतद्वारा उक्त परन्तुक के प्रयोजनों के लिए विनिर्दिष्ट करती है।

[सं० एस-35019 (171)/71-पी० एफ० 2(ii)]

S.O. 2304.—Whereas it appears to the Central Government that the employer and the majority of the employees in relation to the establishment known as Messrs Ariyalur Co-operative Milk Supply Society, R. No. 829, Ariyalur, Trichy District have agreed that the provisions of the Employees' Provident Funds and Family Pension Fund Act, 1952 (19 of 1952), should be made applicable to the said establishment;

Now, therefore, in exercise of the powers conferred by sub-section (4) of section 1 of the said Act, the Central Government hereby applies the provisions of the said Act to the said establishment.

This notification shall be deemed to have come into force on the first day of December, 1971.

[No. S.35019(170)/71-PF.II.]

का० आ० 2304.—यतः केन्द्रीय सरकार को यह प्रतीत होता है कि मैसर्स अरियालुर कोओपरेटिव मिल्क सप्लाय सोसाइटी रुम नं० 829, अरियालुर त्रिची जिला नामक स्थापन से सम्बद्ध, नियोजक और कर्मचारियों की बहुसंख्या इस बात पर सहमत हो गई है कि कर्मचारी भविष्य निधि और कुटुम्ब पेंशन निधि अधिनियम,

1952 (1952 का 19) के उपबन्ध उक्त स्थापन को लागू किए जाने चाहिए ;

अतः, अब, उक्त अधिनियम की धारा 1 की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार उक्त अधिनियम के उपबन्ध उक्त स्थापन को एतद्वारा लागू करती है।

यह अधिसूचना 1971 के दिसम्बर के प्रथम दिन को प्रवृत्त हुई समझी जाएगी।

[सं० एस-35019 (170)/71-पी० एफ० 2]

S.O. 2305.—Whereas it appears to the Central Government that the employer and the majority of the employees in relation to the establishment known as Messrs Krishna Conductors (P) Ltd., Vijayawada including its branch at Tadepalli, Guntur District have agreed that the provisions of the Employees' Provident Funds and Family Pension Fund Act, 1952 (19 of 1952), should be made applicable to the said establishment.

Now, therefore, in exercise of the powers conferred by sub-section (4) of section 1 of the said Act, the Central Government hereby applies the provisions of the said Act to the said establishment.

This notification shall be deemed to have come into force on the first day of December, 1971.

[No. S.35019(185)/71-PF.II(i).]

का० आ० 2305.—यतः केन्द्रीय सरकार को यह प्रतीत होता है कि मैसर्स कृष्णा कंडक्टर्स (प्रा०) लि०, विजयवाड़ा तथा इसकी शाखा टाडेपाली गुंटूर जिला नामक स्थापन से सम्बद्ध नियोजक और कर्मचारियों की बहुसंख्या इस बात पर सहमत हो गई है कि कर्मचारी भविष्य निधि और कुटुम्ब पेंशन निधि अधिनियम, 1952 (1952 का 19) के उपबन्ध उक्त स्थापन को लागू किए जाने चाहिए ;

अतः, अब, उक्त अधिनियम की धारा 1 की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार उक्त अधिनियम उक्त स्थापन को एतद्वारा लागू करती है।

यह अधिसूचना 1971 के दिसम्बर, के प्रथम दिन को प्रवृत्त हुई समझी जाएगी।

[सं० एस-35019 (185)/71-पी० एफ० 2(i)]

S.O. 2306.—In exercise of the powers conferred by the first proviso to section 6 of the Employees' Provident Funds and Family Pension Fund Act, 1952 (19 of 1952), the Central Government, after making necessary enquiry into the matter, hereby specifies, with effect from the 1st day of December, 1971, the establishment known as Messrs Krishna Conductors (P) Ltd. Vijayawada including its branch at Tadepalli, Guntur District for the purposes of the said proviso.

[No. S.35019(185)/71-PF.II(ii).]

का० आ० 2306.—केन्द्रीय सरकार कर्मचारी भविष्य निधि और कुटुम्ब पेंशन निधि अधिनियम 1952 (1952 का 19) की धारा 6 के प्रथम परन्तुक द्वारा प्रदत्त शक्तियों का प्रयोग करते संबद्ध विषय में आवश्यक जांच करने के पश्चात् 1 दिसम्बर, 71 में कृष्णा कंडक्टर्स (प्रा०) लि०, विजयवाड़ा तथा इसकी शाखा—टाडेपाली, गुंटूर जिला नामक स्थापन को एतद्वारा उक्त परन्तुक के प्रयोजनों के लिए विनिर्दिष्ट करती है।

[सं० एस-35019 (185)/71-पी० एफ० 2(ii)]

S.O. 2307.—In exercise of the powers conferred by the first proviso to section 6 of the Employees' Provident Funds and Family Pension Fund Act, 1952 (19 of 1952), the Central Government, after making necessary enquiry into the matter, hereby specifies with effect from the 1st July, 1969, the establishment known as the Dakshina Bharat Hindi Prachar Sabha, Madras-17, and its branch at New Delhi for the purposes of the said proviso.

[No. 8/119/69-PF.II(ii).]

का० प्रा० 2307.—केन्द्रीय सरकार कर्मचारी भविष्य निधि और कुटुम्ब पेंशन निधि अधिनियम, 1952 (1952 का 19) की धारा 6 के प्रथम परन्तुक द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, सम्बद्ध विषय में आवश्यक जांच करने के पश्चात् 1 जुलाई, 1969 से वि दक्षिण भारत हिन्दी प्रचार सभा, मद्रास-17 तथा इसकी नई दिल्ली की शाखा नामक स्थापन को एतद्वारा उक्त परन्तुक के प्रयोजनों के लिए विनिर्दिष्ट करती है।

[सं० 8/119/69-पी० एफ० 2 (ii)]

S.O. 2308.—Whereas it appears to the Central Government that the employer and the majority of the employees in relation to the establishment known as Messrs Erkins, Majas Village, near Fibrolite Auxiliaries Jogeshwari, Bombay-60, including its head office at 20, Juhu Lane, Andheri Bombay-58, have agreed that the provisions of the Employees' Provident Funds and Family Pension Fund Act, 1952 (19 of 1952), should be made applicable to the said establishment;

Now, therefore, in exercise of the powers conferred by sub-section (4) of section I of the said Act, the Central Government hereby applies the provisions of the said Act to the said establishment.

This notification shall be deemed to have come into force on the thirtieth day of September, 1969.

[No. S.35017(15)/71-PF.II.]

का० प्रा० 2308.—यतः केन्द्रीय सरकार को यह प्रतीत होता है कि मैसर्स एर्किंस, माजाव गांव, नजदीक फाइब्रोलोइट आक्सील-रीज, जोगेश्वरी, बम्बई-60 तथा इसका मुख्य कार्यालय, 20-जूहू लेन, अंधेरी, बम्बई-58 नामक स्थापन से सम्बद्ध नियोजक और कर्मचारियों की बहुसंख्या इस बात पर सहमत हो गई है कि कर्मचारी भविष्य निधि अधिनियम, 1952 (1952 का 19) के उपबन्ध उक्त स्थापन को लागू किए जाने चाहिए ;

अतः, अब, उक्त अधिनियम की धारा 1 की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार उक्त अधिनियम के उपबन्ध उक्त स्थापन को एतद्वारा लागू करती है।

यह अधिसूचना 1969 के सितम्बर के 30 वें दिन को प्रवृत्त हुई समझी जाएगी

[सं० एस-35017 (15)/71-पी० एफ० 2]

S.O. 2309.—In exercise of the powers conferred by the first proviso to section 6 of the Employees' Provident Funds and Family Pension Fund Act, 1952 (19 of 1952), the Central Government, after making necessary enquiry into the matter, hereby specifies, with effect from the 31st March, 1971 the establishment known as Messrs Foods and Inns Limited, Devnar, Slon-Trombay Road, Chembur, Bombay-88 and its branches at Theur, Kunjarwadi, Poona, and C-2/17, Industrial Estate, Baroda-3 for the purposes of the said proviso.

[No. S.35018(I)/72-PF.II-(II).]

का० प्रा० 2309.—केन्द्रीय सरकार कर्मचारी भविष्य निधि और कुटुम्ब पेंशन निधि अधिनियम, 1952 (1952 का 19) की धारा 6 के प्रथम परन्तुक द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, सम्बद्ध विषय में आवश्यक जांच करने के पश्चात् 31 मार्च, 1971 से मैसर्स फूड्स एण्ड इंस लिमिटेड देवानार, साइन-ट्रोम्बे रोड, चेम्बूर, बम्बई-88 तथा इसकी शाखाएँ—थेरू, कुंजर-वाही, पूना तथा सी-2/17, इंडस्ट्रियल एस्टेट, बड़ोदा-3 नामक स्थापना को एतद्वारा उक्त परन्तुक के प्रयोजनों के लिए विनिर्दिष्ट करती है।

[सं० एस-35018 (1)/71-पी० एफ० II (ii)]

S.O. 2310.—Whereas it appears to the Central Government that the employer and the majority of the employees in relation to the establishment known as Messrs L. P. Gas Transport and Bottling Company Private Limited, 53/57, Laxmi Insurance Building, Sir, P. M. Road, Bombay-1 have agreed that the provisions of the Employees' Provident Funds and Family Pension Fund Act, 1952 (19 of 1952), should be made applicable to the said establishment;

Now, therefore, in exercise of the powers conferred by sub-section (4) of section 1 of the said Act, the Central Government hereby applies the provisions of the said Act to the said establishment.

This notification shall be deemed to have come into force on the thirty-first day of December, 1970.

[No. S.35017(77)/71-PF.II(I).]

का० प्रा० 2310.—यतः केन्द्रीय सरकार को यह प्रतीत होता है कि मैसर्स एल० पी० गैस ट्रांसपोर्ट एण्ड बोटलिंग कम्पनी, प्राइवेट लिमिटेड, 53/57, लक्ष्मी इन्शोरेंस बिल्डिंग सर पी० एम० रोड, बम्बई-1 नामक स्थापन से सम्बद्ध नियोजक और कर्मचारियों की बहुसंख्या इस बात पर सहमत हो गई है कि कर्मचारी भविष्य निधि और कुटुम्ब पेंशन निधि अधिनियम, 1952 (1952 का 19) के उपबन्ध उक्त स्थापन को लागू किए जाने चाहिए ;

अतः अब, उक्त अधिनियम की धारा 1 की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार उक्त अधिनियम के उपबन्ध उक्त स्थापन को एतद्वारा लागू करती है।

यह अधिसूचना 1970 दिसम्बर, के 31वें दिन को प्रवृत्त हुई समझी जाएगी।

[सं० एस०-35017(77)/7-पी० एफ०-2 (i)]

S.O. 2311.—In exercise of the powers conferred by the first proviso to section 6 of the Employees' Provident Funds and Family Pension Fund Act, 1952 (19 of 1952), the Central Government, after making necessary enquiry into the matter, hereby specifies with effect from the 31st December, 1970 the establishment known as Messrs L. P. Gas Transport and Bottling Company Private Limited, 53/57, Laxmi Insurance Building, Sir P. M. Road, Bombay-1 for the purposes of the said proviso.

[No. S.35017(77)/71-PF.II(II).]

का० प्रा० 2311.—केन्द्रीय सरकार कर्मचारी भविष्य निधि और कुटुम्ब पेंशन निधि अधिनियम, 1952 (1952 का 19) की धारा 6 के प्रथम परन्तुक द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, सम्बद्ध विषय में आवश्यक जांच करने के पश्चात् 31 दिसम्बर,

1970 से एल० पी० गैस ट्रांसपोर्ट एण्ड बोटलिंग कम्पनी प्राइवेट लिमिटेड, 53/57, लक्ष्मी इण्डोरस बिल्डिंग, सर पी० एम० रोड, बम्बई-1 नामक स्थापन को एतद्वारा उक्त परन्तुक के प्रयोजनों के लिए विनिर्दिष्ट करती है।

[सं० एस-35017 (77)/71-पी० एफ०-2 (ii)]

S.O. 2312.—Whereas it appears to the Central Government that the employer and the majority of the employees in relation to the establishment known as Messrs Shree Laxmi Wrappings, 7A, 7B, Ramdas Peth, Nehru Marg, Nagpur have agreed that the provisions of the Employees' Provident Funds and Family Pension Fund Act, 1952 (19 of 1952), should be made applicable to the said establishment;

Now, therefore, in exercise of the powers conferred by sub-section (4) of section 1 of the said Act, the Central Government hereby applies the provisions of the said Act to the said establishment.

This notification shall be deemed to have come into force on the thirty-first day of October, 1970.

[No. S.35017(82)/71-PF.II.]

का०आ० 2312.—यतः केन्द्रीय सरकार को यह प्रतीत होता है कि मैसर्स श्री लक्ष्मी रैपिंग्स, 7ए, 7बी, रामदास पेट, नेहरू मार्ग, नागपुर नामक स्थापन से सम्बद्ध नियोजक और कर्मचारियों की बहुसंख्या इस बात पर सहमत हो गई है कि कर्मचारी भविष्य निधि और कुटुम्ब पेंशन निधि अधिनियम 1952 (1952 का 19) के उपबन्ध उक्त स्थापन को लागू किए जाने चाहिए ;

अतः, अब, उक्त अधिनियम की धारा 1 की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार उक्त अधिनियम के उपबन्ध उक्त स्थापन को एतद्वारा लागू करती है ;

यह अधिसूचना 1970 के अक्तूबर, के 31वें दिन को प्रवृत्त हुई समझी जाएगी।

[सं० एस-35017 (82)/71-पी० एफ० 2]

S.O. 2313.—In exercise of the powers conferred by clause (a) of sub-section (i) of section 17 of the Employees' Provident Funds and Family Pension Fund Act, 1952 (19 of 1952), the Central Government hereby cancels, with immediate effect, the exemption granted to M/s. Tuticorin Spinning Mills Limited, Tuticorin under the notification of the Government of India, in the late Ministry of Labour and Employment No. S.R.O. 3416 dated the 17th October, 1957.

[No. S.35023(6)/71-PF.II.]

का०आ० 2313.—कर्मचारी भविष्य निधि और कुटुम्ब पेंशन निधि अधिनियम, 1952 (1952 का 19) की धारा 17 की उपधारा (1) के खण्ड (क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार एतद्वारा, भारत सरकार के भूतपूर्व श्रम और रोजगार मंत्रालय की अधिसूचना संख्या का० नि० आ० 3416 तारीख 17 अक्तूबर, 1957 के अधीन मैसर्स टूटीकारिन स्पिनिंग मिल्स लिमिटेड, टूटीकारिन को मंजूर की गई छूट तुरन्त रद्द करती है।

[सं० एस-35023 (6)/71-पी० एफ० 2]

S.O. 2314.—Whereas it appears to the Central Government that the employer and the majority of the

employees in relation to the establishment known as Messrs Womens' Cottage Industrial Cooperative Society Limited No. Ind. 148, Suchindrum, Kanyakumari District, have agreed that the provisions of the Employees' Provident Funds and Family Pension Fund Act, 1952 (19 of 1952), should be made applicable to the said establishment;

Now, therefore, in exercise of the powers conferred by sub-section (4) of section 1 of the said Act, the Central Government hereby applies the provisions of the said Act to the said establishment.

This notification shall be deemed to have come into force on the first day of November, 1971.

[No. S.35019(168)/71-PF.II.]

का० आ० 2314.—यतः केन्द्रीय सरकार को यह प्रतीत होता है कि मैसर्स वूमेन काटेज इंडस्ट्रियल कोओपरेटिव सोसाइटी लिमिटेड, न० इंड-148, सुचिन्द्रम कन्याकुमारी जिला नामक स्थापन से सम्बद्ध नियोजक और कर्मचारियों की बहुसंख्या इस बात पर सहमत हो गई है कि कर्मचारी भविष्य निधि और कुटुम्ब पेंशन निधि अधिनियम, 1952 (1952 का 19) के उपबन्ध उक्त स्थापन को लागू किए जाने चाहिए।

अतः, अब, उक्त अधिनियम की धारा 1 की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार उक्त अधिनियम के उपबन्ध उक्त स्थापन को एतद्वारा लागू करती है।

यह अधिसूचना 1971 के नवम्बर के प्रथम दिन को प्रवृत्त हुई समझी जाएगी।

[सं० एस-35019 (168)/71-पी० एफ० 2]

New Delhi, the 1st June 1972

S.O. 2315.—Whereas it appears to the Central Government that the employer and the majority of the employees in relation to the establishment known as Messrs Loke Nath & Co., 13-A, Connaught Place, New Delhi including its Branches at 5-N, Janpath, New Delhi and 16-The Mall, Simla have agreed that the provisions of the Employees' Provident Funds and Family Pension Fund Act, 1952 (19 of 1952), should be made applicable to the said establishment;

Now, therefore, in exercise of the powers conferred by sub-section (4) of section 1 of the said Act, the Central Government hereby applies the provisions of the said Act to the said establishment.

This notification shall be deemed to have come into force on the first day of April, 1971.

[No. S.35019(39)/72-PF.II.]

नई दिल्ली, 1 जून, 1972

का० आ० 2315.—यतः केन्द्रीय सरकार को यह प्रतीत होता है कि मैसर्स लोकनाथ एण्ड कम्पनी, 13-ए, कनाट प्लेस, नई दिल्ली, जिसमें 5-एन, जनपथ नई दिल्ली और 16, दि माज, शिमला स्थित उसको शाखाएँ सम्मिलित हैं, नामक स्थापन से सम्बद्ध नियोजक और कर्मचारियों की बहुसंख्या इस बात पर सहमत हो गई है कि कर्मचारी भविष्य निधि और कुटुम्ब पेंशन निधि अधिनियम, 1952 (1952 का 19) के उपबन्ध उक्त स्थापन को लागू किये जाने चाहिए ;

अतः, अब, उक्त अधिनियम की धारा 1 की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार उक्त अधिनियम के उपबन्ध उक्त स्थापन को एतद्द्वारा लागू करती है।

यह अधिसूचना 1971 की अप्रैल के प्रथम दिन को प्रवृत्त हुई समझी जाएगी।

[सं० एस-35019(39)/72-पी०एफ० 2]

S.O. 2316.—Whereas it appears to the Central Government that the employer and the majority of the employees in relation to the establishment known as Messrs General Automobiles and Sekar Industries, V.O.C. Road, Karaikudy, Tamil Nadu, State have agreed that the provisions of the Employees' Provident Funds and Family Pension Funds Act, 1952 (19 of 1952), should be made applicable to the said establishment;

Now, therefore, in exercise of the powers conferred by sub-section (4) of section 1 of the said Act, the Central Government hereby applies the provisions of the said Act to the said establishment.

This notification shall be deemed to have come into force on the first day of October, 1971.

[No. S.35019(142)/71-PF.II.]

का० आ० 2316.—यतः केन्द्रीय सरकार को यह प्रतीत होता है कि मैसर्स जनरल आटोमोबाइल्स एण्ड सेकर इंडस्ट्रीज, बी० ओ० सी० रोड, कराएकुडी, तामिलनाडू स्टेट नामक स्थापन से सम्बद्ध नियोजक और कर्मचारियों की बहुसंख्या इस बात पर सहमत हो गई है कि कर्मचारी भविष्य निधि और कुटुम्ब पेंशन निधि अधिनियम, 1952 (1952 का 19) के उपबन्ध उक्त स्थापन को लागू किए जाने चाहिएं;

अतः, अब, उक्त अधिनियम की धारा 1 की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार उक्त अधिनियम के उपबन्ध उक्त स्थापन को एतद्द्वारा लागू करती है।

यह अधिसूचना 1971 के अक्टूबर के प्रथम दिन को प्रवृत्त हुई समझी जाएगी।

[सं० एस-35019(142)/71-पी०एफ० 2]

S.O. 2317.—Whereas it appears to the Central Government that the employer and the majority of the employees in relation to the establishment known as Messrs Nataraja Iron and Industrial Workshop, Rajapalayam have agreed that the provisions of the Employees' Provident Funds and Family Pension Fund Act, 1952 (19 of 1952), should be made applicable to the said establishment.

Now, therefore, in exercise of the powers conferred by sub-section (4) of section 1 of the said Act, the Central Government hereby applies the provisions of the said Act to the said establishment.

This notification shall be deemed to have come into force on the first day of August, 1971.

[No. S-35019(133)/71-PF.II.]

का० आ० 2317.—यतः केन्द्रीय सरकार को यह प्रतीत होता है कि मैसर्स नटराज आयरन एण्ड इंडस्ट्रियल वर्कशॉप,

राजापालायम, नामक स्थापन से सम्बद्ध नियोजक और कर्मचारियों की बहुसंख्या इस बात पर सहमत हो गई है कि कर्मचारी भविष्य निधि और कुटुम्ब पेंशन निधि अधिनियम, 1952 (1952 का 19) के उपबन्ध उक्त स्थापन को लागू किए जाने चाहिएं।

अतः, अब, उक्त अधिनियम की धारा 1 की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार उक्त अधिनियम के उपबन्ध उक्त स्थापन को एतद्द्वारा लागू करती है।

यह अधिसूचना 1971 के अगस्त के प्रथम दिन को प्रवृत्त हुई समझी जाएगी।

[सं० एस०-35019(133)/71-पी०एफ० 2]

S.O. 2318.—Whereas it appears to the Central Government that the employer and the majority of the employees in relation to the establishment known as Messrs Karavilai Cooperative, Agricultural Bank Limited, No. 1570, Anandanadarkudi, P.O. Kanyakumari District have agreed that the provisions of the Employees' Provident Funds and Family Pension Fund Act, 1952 (19 of 1952), should be made applicable to the said establishment;

Now, therefore, in exercise of the powers conferred by sub-section (4) of section 1 of the said Act, the Central Government hereby applies the provisions of the said Act to the said establishment.

This notification shall be deemed to have come into force on the first day of December, 1971.

[No. S-35019(16)/72-PF.II.]

का० आ० 2318.—यतः केन्द्रीय सरकार को यह प्रतीत होता है कि मैसर्स काराविलाई कोऑपरेटिव एग्रीकल्चरल बैंक लिमिटेड, सं० 1570, आनन्द नाडर कुडी, पो० आ० कन्याकुमारी जिला नामक स्थापन से सम्बद्ध नियोजक और कर्मचारियों की बहुसंख्या इस बात पर सहमत हो गई है कि कर्मचारी भविष्य निधि और कुटुम्ब पेंशन निधि अधिनियम, 1952 (1952 का 19) के उपबन्ध उक्त स्थापन को लागू किए जाने चाहिएं;

अतः, अब, उक्त अधिनियम की धारा 1 की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार उक्त अधिनियम के उपबन्ध उक्त स्थापन को एतद्द्वारा लागू करती है।

यह अधिसूचना 1971 के दिसम्बर के प्रथम दिन को प्रवृत्त हुई समझी जाएगी।

[सं० एस-35019(16)/72-पी०एफ० 2]

S.O. 2319.—Whereas it appears to the Central Government that the employer and the majority of the employees in relation to the establishment known as Messrs EIFCO Oil Engine Industries, 100, Feet Road, Coimbatore-12 have agreed that the provisions of the Employees' Provident Funds and Family Pension Fund Act, 1952 (19 of 1952), should be made applicable to the said establishment;

Now, therefore, in exercise of the powers conferred by sub-section (4) of section 1 of the said Act, the Central Government hereby applies the provisions of the said Act to the said establishment.

This notification shall be deemed to have come into force on the first day of January, 1972.

[No. S-35019(34)/72-PF.II.]

का० आ० 2319.—यतः केन्द्रीय सरकार को यह प्रतीत होता है कि मैसर्स एफको आयाल इंजिन इंडस्ट्रीज, 100, फीट रोड, कोयम्बाटोर-12 नामक स्थापन से सम्बद्ध नियोजक और कर्मचारियों की बहुसंख्या इस बात पर सहमत हो गई है कि कर्मचारी भविष्य निधि और कुटुम्ब पेंशन निधि अधिनियम, 1952 (1952 का 19) के उपबन्ध उक्त स्थापन को लागू किए जाने चाहिए;

अतः, अब, उक्त अधिनियम की धारा 1 की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार उक्त अधिनियम के उपबन्ध उक्त स्थापन को एतद्वारा लागू करती है।

यह अधिसूचना 1972 की जनवरी के प्रथम दिन को प्रवृत्त हुई मएझी जाएगी।

[सं० एस-35019(34)/72-पी० एफ० 2]

S.O. 2320.—Whereas it appears to the Central Government that the employer and the majority of the employees in relation to the establishment known as Messrs Scooter Accessories, 1205/3, Jangali Maharaj Road, Indira Bhavan, Poona-4 have agreed that the provisions of the Employees' Provident Funds and Family Pension Fund Act, 1952 (19 of 1952), should be made applicable to the said establishment;

Now, therefore, in exercise of the powers conferred by sub-section (4) of section 1 of the said Act, the Central Government hereby applies the provisions of the said Act to the said establishment.

This notification shall be deemed to have come into force on the first day of September, 1971.

[No. S-35018(22)/72-PF.II.]

का० आ० 2320.—यतः केन्द्रीय सरकार को यह प्रतीत होता है कि मैसर्स स्कूटर एक्सेसरीज, 1205/3, जंगली महाराज रोड, इन्द्र भवन, पूना-4 नामक स्थापन से सम्बद्ध नियोजक और कर्मचारियों की बहुसंख्या इस बात पर सहमत हो गई है कि कर्मचारी भविष्य निधि और कुटुम्ब पेंशन निधि अधिनियम, 1952 (1952 का 19) के उपबन्ध उक्त स्थापन को लागू किए जाने चाहिए;

अतः, अब, उक्त अधिनियम की धारा 1 की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार उक्त अधिनियम के उपबन्ध उक्त स्थापन को एतद्वारा लागू करती है।

यह अधिसूचना 1971 के सितम्बर के प्रथम दिन को प्रवृत्त हुई समझी जाएगी

[सं० एस-35018(22)/72-पी० एफ० 2]

S.O. 2321.—Whereas it appears to the Central Government that the employer and the majority of the employees in relation to the establishment known as Messrs Southern Mercantile Corporation, 7/3, Pattullos Road, Madras-2 have agreed that the provisions of the Employees' Provident Fund and Family Pension Fund

Act, 1952 (19 of 1952), should be made applicable to the said establishment;

Now, therefore, in exercise of the powers conferred by sub-section (4) of section 1 of the said Act, the Central Government hereby applies the provisions of the said Act to the said establishment.

This notification shall be deemed to have come into force on the first day of January, 1972.

[No. S-35019(35)/72-PF.II.]

का० आ० 2321.—यतः केन्द्रीय सरकार को यह प्रतीत होता है कि मैसर्स सदर्न मर्केन्टाइल कार्पोरेशन, 7/3, पाटूलोस रोड, मद्रास-2 नामक स्थापन से सम्बद्ध नियोजक और कर्मचारियों की बहुसंख्या इस बात पर सहमत हो गई है कि कर्मचारी भविष्य निधि और कुटुम्ब पेंशन निधि अधिनियम, 1952 (1952 का 19) के उपबन्ध उक्त स्थापन को लागू किए जाने चाहिए;

अतः, अब, उक्त अधिनियम की धारा 1 की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार उक्त अधिनियम के उपबन्ध उक्त स्थापन को एतद्वारा लागू करती है।

यह अधिसूचना 1972 की जनवरी, के प्रथम दिन को प्रवृत्त हुई समझी जाएगी।

[सं० एस-35019(35)/72-पी० एफ० 2]

New Delhi, the 3th June 1972

S.O. 2322.—In exercise of the powers conferred by section 73F of the Employees' State Insurance Act, 1948 (34 of 1948) the Central Government, having regard to the location of the factory specified in column (4) of the Schedule hereto annexed in area specified in column (3) of the said Schedule in the State of Rajasthan in which the provisions of Chapters IV and V of the said Act are not in force, hereby exempts the said factory from the payment of employer's special contribution leviable under Chapter VA of the said Act for a period of one year from the date of publication of this notification in the Official Gazette or until the enforcement of provisions of Chapter V of the said Act in those areas, whichever is earlier.

SCHEDULE

Sl. No.	Name of District	Name of Area	Name of the factory
1	2	3	4
	Udaipur	Bagdara	Messrs Universal Mines and Crushers Limited Bagdara 15/4950/57.

[No. S-38014 (13)/72-HI]

नई दिल्ली, 8 जून, 1972

का० आ० 2322.—कर्मचारी राज्य बीमा अधिनियम, 1948 (1948 का 34) की धारा 73च द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार इससे उपाबद्ध अनुसूची के स्तंभ 4 में विनिर्दिष्ट कारखाने की उक्त अनुसूची के स्तंभ 3 में विनिर्दिष्ट राजस्थान राज्य के ऐसे क्षेत्रों में, जिसमें उक्त अधिनियम के अध्याय

4 और 5 के उपबन्ध प्रवृत्त नहीं हैं, अवस्थिति को ध्यान में रखते हुए, उक्त कारखाने को उक्त अधिनियम के अध्याय 5क के अधीन उद्ग्रहणीय नियोजक के विशेष अभिदाय के संदाय से शासकीय राजपत्र में इस अधिसूचना के प्रकाशन की तारीख से एक वर्ष की अवधि के लिए या तब तक के लिए जब तक कि उक्त अधिनियम के अध्याय 5 के उपबन्ध उन क्षेत्रों में प्रवृत्त नहीं हो जाते, जो भी पहले हो, उसके लिए, एतद्वारा छूट देती है।

अनुसूची

क्रम संख्या	जिले का नाम	क्षेत्र का नाम	कारखाने का नाम
(1)	(2)	(3)	(4)
	उदयपुर	बगदारा	मैसर्स युनिवर्सल माइन्स एण्ड क्रशर्स लिमिटेड बगदारा
			15/4950/57

[सं० फा० एस-38014(13)/72-एच० आई०]

S.O. 2323.—In exercise of the powers conferred by section 73F of the Employees' State Insurance Act, 1948 (34 of 1948), and in continuation of the notification of the Government of India in the Ministry of Labour, Employment and Rehabilitation (Department of Labour and Employment) No. S. O. 2135, dated the 19th May, 1971 the Central Government having regard to the location of the Atladara Sewage Purification Treatment Plant, Baroda Municipal Corporation, Akola Padra Road, Baroda, in an area in which the provisions of Chapters IV and V of the said Act are in force, hereby exempts the said factory from the payment of the employer's special contribution leviable under Chapter VA of the said Act for a further period of one year with effect from the 15th February, 1972 upto and inclusive of the 14th February, 1973.

[No. S-38017(3)/72-HI.]

का० आ० 2323.—कर्मचारी राज्य बीमा अधिनियम, 1948 (1948 का 34) की धारा 73क द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए और भारत सरकार के श्रम, रोजगार और पुनर्वास मंत्रालय (श्रम और रोजगार विभाग) की अधिसूचना सं० का० आ० 2135 तारीख 19 मई, 1971 के क्रम में केन्द्रीय सरकार एटला-डारा सीवेज प्यूरीफिकेशन ट्रीटमेंट प्लांट, बड़ोदा म्यूनििसिपल कॉर्पोरेशन अकोला पाडरा रोड, बड़ोदा, की ऐसी क्षेत्र में, जिसमें उक्त अधिनियम के अध्याय 4 और 5 के उपबन्ध प्रवृत्त हैं, अवस्थिति को ध्यान में रखते हुए उक्त कारखाने को उक्त अधिनियम के अध्याय 5-क के अधीन उद्ग्रहणीय नियोजन के विशेष अभिदाय के संदाय से 15 फरवरी, 1972 से 14 फरवरी, 1973 जिनमें वह दिन भी सम्मिलित है, एक वर्ष और की कालावधि के लिए एतद्वारा छूट देती है।

[सं० फा० एस-38017(3)/72-एच० आई०]

S.O. 2324.—In exercise of the powers conferred by section 73F of the Employees' State Insurance Act, 1948 (34 of 1948) the Central Government having regard to the location of the Kuzhithurai Depot of the Tamil Nadu State Transport Department in Kanyakumari in an area in which the provisions of Chapters IV and V of the said Act are not in force, hereby exempts the said Depot from the payment of the employer's special contribution leviable under Chapter VA of the said Act for a period of one year with effect from the date of issue of the notification in the Official Gazette.

.. [No. S.38014(9)/71-HI.]

का० आ० 2324.—कर्मचारी राज्य बीमा अधिनियम, 1948 (1948 का 34) की धारा 73क द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार तमिलनाडु राज्य परिवहन विभाग के कुझिथुराई डिपो की कन्याकुमारी में ऐसे क्षेत्र में जिसमें उक्त अधिनियम के अध्याय 4 और 5 के उपबन्ध प्रवृत्त नहीं हैं, अवस्थिति को ध्यान में रखते हुए उक्त डिपो को उक्त अधिनियम के अध्याय 5-क के अधीन उद्ग्रहणीय नियोजक के विशेष अभिदाय के संदाय से, शासकीय राजपत्र में इस अधिसूचना के प्रकाशन की तारीख से एक वर्ष की अवधि के लिए एतद्वारा छूट देती है।

[सं० फा० एस-38014 (9)/71-एच आई]

S.O. 2325.—Whereas the Central Government is satisfied that the employees of the Government Opium and Alkaloid Works, Guajipur, are otherwise in receipt of benefits substantially similar to the benefits provided under the Employees' State Insurance Act, 1948, (34 of 1948).

Now, therefore, in exercise of the powers conferred by section 90 of the said Act and in continuation of the notification of the Government of India in the Ministry of Labour, Employment and Rehabilitation (Department of Labour and Employment) No. S.O. 3672 dated the 7th August, 1971 the Central Government after consultation with the Employees' State Insurance Corporation, hereby exempts the above mentioned factory from all the provisions of the said Act for a further period of one year with effect from the 1st July, 1972 upto and inclusive of the 30th June, 1973.

[No. F.S. 38017(15)/72-HI.]

का० आ० 2325.—यतः केन्द्रीय सरकार का समाधान हो गया है कि गर्वनमेंट ओपियम एण्ड अल्कालॉयड वर्क्स, गाजीपुर के कर्मचारियों को, कर्मचारी राज्य बीमा अधिनियम, 1948 (1948 का 34) के अधीन उपवर्धित प्रमुविधाय जैसी सारतः प्रमुविधाय प्राप्त हैं।

अतः, अब, उक्त अधिनियम की धारा 90 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए और भारत सरकार के श्रम, रोजगार और पुनर्वास मंत्रालय (श्रम और रोजगार विभाग) की अधिसूचना सं० का० आ० 3672 तारीख 7 अगस्त, 1971 के क्रम में केन्द्रीय सरकार कर्मचारी राज्य बीमा निगम से परामर्श करने के पश्चात्, एतद्वारा उक्त कारखाने को उक्त अधिनियम के प्रवर्तन से प्रथम जुलाई, 1972 से 30 जून, 1973 तक, जिसमें वह दिन भी सम्मिलित है, एक और वर्ष की अवधि के लिए छूट देती है

[सं० फा० एस-38017(15)/72-एच आई]

S.O. 2326.—In exercise of the powers conferred by section 73F of the Employees' State Insurance Act, 1948 (34 of 1948), and in continuation of the notification of the Government of India in the Ministry of Labour and Rehabilitation (Department of Labour and Employment) No. S.O. 2127, dated the 19th May, 1971, the Central Government having regard to the location of the Municipal Mechanical and Transport Workshop, Agra, in an area in which the provisions of Chapters IV and V of the said Act are in force, hereby exempts the said workshop from the payment of the employer's special contribution leviable under Chapter VA of the said Act for a further period of one year with effect from the 1st March, 1972 upto and inclusive of the 28th February, 1973.

[No. S.38017/17/72/HI.]

का०आ० 2326.—कर्मचारी राज्य बीमा अधिनियम, 1948 (1948 का 34) की धारा 73च द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए और भारत सरकार के श्रम, रोजगार और पुनर्वास मंत्रालय (श्रम और रोजगार विभाग) की अधिसूचना सं० का० आ० 2127, तारीख 19 मई, 1971 के क्रम में केन्द्रीय सरकार म्यूनिमिपल मैकेनिकल एण्ड ट्रान्सपोर्ट वर्कशॉप आगरा की ऐसी क्षेत्र में, जिसमें उक्त अधिनियम के अध्याय 4 और 5 के उपबन्ध प्रवृत्त हैं, अवस्थिति को ध्यान में रखते हुए, उक्त कर्मशाला को उक्त अधिनियम के अध्याय 5-क के अधीन उद्ग्रहणीय नियोजक के विशेष अभिदाय के संदाय से 1 मार्च, 1972 से 28 फरवरी, 1973 तक जिसमें वह दिन भी सम्मिलित है, एक और वर्ष की कालावधि के लिए एतद्द्वारा छूट देती है।

[सं० फा० एम० 38017(17)/72-एच आई]

S.O. 2327.—In exercise of the powers conferred by section 73F of the Employees' State Insurance Act, 1948 (34 of 1948), and in continuation of the notification of the Government of India in the Ministry of Labour, Employment and Rehabilitation (Department of Labour and Employment) No. S.O. 2132 dated the 19th May, 1971 the Central Government having regard to the location of the Eluru Water Works Pumping Supply Station, Eluru West Godavari District, Andhra Pradesh in an area in which the provisions of Chapters IV and V of the said Act are in force, hereby exempts the said works from the payment of the employer's special contribution leviable under Chapter VA of the said Act for a further period of one year with effect from the 1st March, 1972 upto and inclusive of the 28th February, 1973.

[No. F.S. 38017/20/72/HI.]

का०आ० 2327.—कर्मचारी राज्य बीमा अधिनियम, 1948 (1948 का 34) की धारा 73च द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए और भारत सरकार के श्रम, रोजगार और पुनर्वास मंत्रालय (श्रम और रोजगार विभाग) की अधिसूचना सं० का० 2132 तारीख 19 मई, 1971 के क्रम में केन्द्रीय सरकार एलुरु वाटर वर्क्स पम्पिंग सप्लाई स्टेशन, एलुरु वेस्ट गोदावरी डिस्ट्रिक्ट, आन्ध्र प्रदेश की ऐसे क्षेत्र में, जिसमें उक्त अधिनियम के अध्याय 4 और 5 के उपबन्ध प्रवृत्त हैं, अवस्थिति को ध्यान में रखते हुए, उक्त संकर्म को उक्त अधिनियम के अध्याय 5-क के अधीन उद्ग्रहणीय नियोजक के विशेष अभिदाय के संदाय से 1 मार्च, 1972 से 28 फरवरी, 1973 तक जिसमें वह दिन भी सम्मिलित है, एक और वर्ष की कालावधि के लिए एतद्द्वारा छूट देती है।

[सं० फा० एम०-38017(20)/72-एच आई]

S.O. 2328.—In exercise of the power conferred by section 73F of the Employees' State Insurance Act, 1948 (34 of 1948), and in continuation of the notification of the Government of India in the Ministry of Labour and Rehabilitation (Department of Labour and Employment) No. S.O. 3368 dated the 18th August, 1971 the Central Government having regard to the location of the factory, namely, Government Press, Rajkot and the Government Photo Litho Press, Ahmedabad, in an area in which the provisions of Chapters IV and V of the said Act are in force, hereby exempts the said factory from the payment of the employer's special contribution leviable under Chapter VA of the said Act for a further period of one year with effect from the 1st July, 1972 upto and inclusive of the 30th June, 1973.

[No. F.S. 38017(23)/72-HI.]

का० आ० 2328.—कर्मचारी राज्य बीमा अधिनियम, 1948 (1948 का 34) की धारा 73च द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए और भारत सरकार के श्रम, रोजगार और पुनर्वास मंत्रालय (श्रम और रोजगार विभाग) की अधिसूचना सं० का० आ० 3368, तारीख 18 अगस्त, 1971 के क्रम में केन्द्रीय सरकार गवर्नमेंट प्रेस, राजकोट तथा गवर्नमेंट फोटो लिथो प्रेस, अहमदाबाद नामक कारखाने की ऐसे क्षेत्र में, जिसमें उक्त अधिनियम, के अध्याय 4 और 5 के उपबन्ध प्रवृत्त हैं, अवस्थिति को ध्यान में रखते हुए उक्त कारखाने को उक्त अधिनियम के अध्याय 5-क के अधीन उद्ग्रहणीय नियोजक के विशेष अभिदाय के संदाय से 1 जुलाई, 1972 से 30 जून, 1973 तक जिसमें वह दिन भी सम्मिलित है, एक और वर्ष की अवधि के लिए एतद्द्वारा छूट देती है।

[सं० फा० एम० 38017(23)/72-एचआई]

S.O. 2329.—In exercise of the powers conferred by section 73F of the Employees' State Insurance Act, 1948 (34 of 1948), and in continuation of the notification of the Government of India in the Ministry of Labour and Rehabilitation (Department of Labour and Employment) No. S.O. 2231, dated the 27th May, 1971 the Central Government having regard to the location of the Borstal School Pudukottai belonging to the Jail Department of the Government of Tamil Nadu in an area in which the provisions of Chapters IV and V of the said Act are in force, hereby exempts the said school from the payment of the employer's special contribution leviable under Chapter VA of the said Act for a further period of one year from the date of expiry of the period specified in the said notification.

[No. F.S.-38017(6)/72-HI.]

का० आ० 2329.—कर्मचारी राज्य बीमा अधिनियम, 1948 (1948 का 34) की धारा 73च द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए और भारत सरकार के श्रम और पुनर्वास मंत्रालय (श्रम और रोजगार विभाग) की अधिसूचना सं० का० आ० 2231, तारीख 27 मई, 1971 के क्रम में केन्द्रीय सरकार तमिल नाडू सरकार के जेल विभाग के बोर्स्टल स्कूल पुडुकोट्टई, की ऐसे क्षेत्र में, जिसमें उक्त अधिनियम के अध्याय 4 और 5 के उपबन्ध प्रवृत्त हैं, अवस्थिति को ध्यान में रखते हुए उक्त स्कूल को उक्त अधिनियम के अध्याय 5-क के अधीन उद्ग्रहणीय नियोजक के विशेष अभिदाय के संदाय से उक्त अधिसूचना में विनिर्दिष्ट अवधि की समाप्ति की तारीख से एक और वर्ष की अवधि के लिए एतद्द्वारा छूट देती है।

[सं० फा० एम०-38017(6)/72-एचआई]

New Delhi, the 19th June 1972

S.O.2330.—In exercise of the powers conferred by section 73F of the Employees, State Insurance Act, 1948 (34 of 1948), the Central Government, having regard to the location of the factories specified in column (4) of the Schedule hereto annexed in areas specified in column (3) of the said Schedule in the state of Uttar Pradesh in which the provisions of Chapters IV and V of the said Act are not in force, hereby exempts the said factories from the payment of employer's special contribution leviable under Chapter VA of the said Act for a period of one year from the date of publication of this notification in the Official Gazette or until the enforcement of provisions of Chapter V of the said Act in those areas, whichever is earlier.

SCHEDULE

Sl. No.	Name of District.	Name of area	Name of the factory
1	2	3	4
1. Agra	.	Peerakhar	M/s. Agra Steel Corporation.
2. Etah.	.	Kashganj	M/s. Tayal Steel Rolling Mills Soran Gate.
3. Gonda	.	Gonda	M/s. Awarah Plywood, Behraich Road.
4. Meerut	.	Pratap pur	M/s. Star Rubbers (P) Limited
5. Meerut	.	Pratap pur	M/s. Mulop Foundries (P) Limited, Industrial Estate.

[No. F. S-38014(18)/72-HI]

DALJIT SINGH, Under Secy.

नई दिल्ली, 19 जून 1972

का० आ० 2330.—कर्मचारी राज्य बीमा अधिनियम, 1948 (1948 का 34) की धारा 73 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार इससे उपाबद्ध अनुसूची के स्तंभ (4) में विनिर्दिष्ट कारखानों की उक्त अनुसूची के स्तम्भ (3) में विनिर्दिष्ट उत्तर प्रदेश राज्य के ऐसे क्षेत्रों में, जिसमें उक्त अधिनियम के अध्याय 4 और 5 के उपबंध प्रवृत्त नहीं हैं, अवस्थिति को ध्यान में रखते हुए उक्त कारखानों को उक्त अधिनियम के अध्याय 5-क के अधीन उदग्रहणीय नियोजक के विशेष अभिदाय के संदाय से, इस अधिसूचना के राजपत्र में प्रकाशन की तारीख से एक वर्ष की अवधि के लिए या तब तक के लिए जब तक कि उक्त अधिनियम के अध्याय 5 के उपबंध उन क्षेत्रों में प्रवृत्त नहीं हो जाते, जो भी पहले हो उसके लिए, एतद्वारा छूट देती है।

अनुसूची

क्रम सं०	ज़िले का नाम	क्षेत्र का नाम	कारखाने का नाम
(1)	(2)	(3)	(4)
1	आगरा	पीराखर	मैसर्स आगरा स्टील कारपोरेशन
2	एटा	काशगंज	मैसर्स तायल स्टील रोलिंग मिल्स, सोरां गेट।
3	गोंडा	गोंडा	मैसर्स अवध प्लाइटवुड, बहराइच रोड।
4	मेरठ	प्रताप पुर	मैसर्स स्टार रबर (प्रा०) लिमिटेड।
5	मेरठ	प्रताप पुर	मैसर्स मुलप फाउन्ड्री (प्रा०) लिमिटेड, इन्डस्ट्रियल एस्टेट।

[सं० का० सं० एस० 38014(18)/72-एच आई]

दलजीत सिंह, अवर सचिव

(Department of Labour and Employment)

New Delhi, the 9th May 1972

S.O. 2331.—Whereas the Indian Mining Association has nominated under clause (d) of sub-section (1) of section 12 of the Mines Act, 1952 (35 of 1952), Shri

C. T. Joseph in place of Shri S. M. Singh as member of the Mining Board constituted for the State of Orissa;

Now, therefore, in exercise of the powers conferred by sub-section (1) of section 12 of the Mines Act, 1952 (35 of 1952), the Central Government hereby makes the following amendment in the notification of the Government of India in the late Ministry of Labour

and Employment No. S.O. 3936 dated the 22nd December, 1962. namely:—

In the said notification under the heading "Members" against serial number (3), for the existing entry, the following entry shall be substituted, namely:—

"Shri C. T. Joseph, Manager, Hingir Rampur Colliery, P.O. Rampur Colliery, District Sambalpur, Orissa."

[Nominated by the Indian Mining Association under clause (d) of section 12 (1)].

[No. V-22012/1/72-Mf.]

B. K. SAKSENA, Under Secy.

(श्रम और रोजगार विभाग)

नई दिल्ली, 9 मई, 1972

का० आ० 2331.—यतः इंडियन माइनिंग एसोसिएशन ने श्री एम एम सिंह के स्थान पर श्री सी० टी० जॉसेफ को उड़ीसा राज्य के लिए गठित माइनिंग बोर्ड का सदस्य खान अधिनियम, 1952 (1952 का 35) की धारा 12 की उपधारा (1) के खण्ड (घ) के अधीन नाम-निर्देशित किया है;

अतः, अब, खान अधिनियम, 1952 (1952 का 35) की धारा 12 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार एतद्वारा भारत के सरकार के भूतपूर्व श्रम और रोजगार मंत्रालय की अधिसूचना सं० का० आ० 3936, तारीख 22 दिसम्बर, 1962 में निम्नलिखित संशोधन करती है, अर्थात्—

उक्त अधिसूचना में, 'सदस्य' शीर्षक के अन्तर्गत क्रम सं० (3) के सामने, विद्यमान प्रविष्टि के स्थान पर निम्नलिखित प्रविष्टि प्रति-स्थापित की जाएगी, अर्थात्:—

"श्री सी० टी० जॉसेफ, प्रबन्धक, हिंगिर रामपुर कॉलियरी डाकघर रामपुर कॉलियरी, जिला गम्बलपुर, उड़ीसा।"

धारा 12 (1) के खण्ड (घ) के अधीन इंडियन माइनिंग एसोसिएशन द्वारा नाम निर्देशित।

[सं० बी०-22012/1/72-एम०आई]

बी० के० सकसेना, अवर सचिव।

(Department of Labour and Employment)

ORDER

New Delhi, the 9th May, 1972.

S.O. 2332.—Whereas the Central Government is of opinion that an industrial dispute exists between the employers in relation to the management of Bailadila Iron Ore Project of the National Mineral Development Corporation Limited, (Deposit No. 14) Post Office, Kirindul, District Bastar (Madhya Pradesh) and their workmen in respect of the matters specified in the Schedule hereto annexed;

And whereas the Central Government considers it desirable to refer the said dispute for adjudication;

Now, therefore, in exercise of the powers conferred by clause (d) of sub-section (1) of section 10 of the Industrial Disputes Act, 1947 (14 of 1947), the Central

Government hereby refers the said dispute for adjudication to the Central Government Industrial Tribunal, Jabalpur (with Headquarters at New Delhi), constituted under section 7A of the said Act.

SCHEDULE

Whether the management of the Bailadila Iron Ore Project of the National Mineral Development Corporation Limited (Deposit No. 14), Post Office Kirindul, District Bastar (Madhya Pradesh), is justified in denying acting allowance to Shri N. K. Shrivastava, Lower Division Clerk, for the period 20th November, 1968 to 24th May, 1970, when he worked as weigh bridge clerk (for which post sanctioned scale is Rs. 130—300) but was paid wages in the lower scale of Rs. 110—180 only, while some of his colleagues in the same post were paid wages in the regular scale for the post, i.e. Rs. 130—300? If not, to what relief is the workman entitled?

[No. L-26012(5)/71-LR-IV.]

BALWANT SINGH, Under Secy.

(श्रम और रोजगार विभाग)

आदेश

नई दिल्ली, 7 मार्च, 1972

का० आ० 2332.—यतः, केन्द्रीय सरकार की राय है कि इसमें उपाबद्ध अनुसूची में विनिर्दिष्ट विषयों के बारे में राष्ट्रीय खनिज विकास निगम लिमिटेड, (संचयन संख्या 14) के बाइलाडिला आयर्न और प्रोजेक्ट, डाकघर किरिन्दुल, जिला बस्तर (मध्य प्रदेश) के प्रबन्ध से सम्बद्ध नियोजकों और उनके कर्मचारों के बीच एक औद्योगिक विवाद विद्यमान है;

और यतः केन्द्रीय सरकार उक्त विवाद को न्यायनिर्णयन के लिए निर्देशित करना वांछनीय समझती है;

अतः, अब, औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 10 की उपधारा (1) के खण्ड (घ) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार एतद्वारा उक्त विवाद को उक्त अधिनियम की धारा 7-क के अधीन गठित केन्द्रीय सरकार औद्योगिक अधिकरण, जबलपुर (जिसका मुख्यालय नई दिल्ली में होगा) को न्यायनिर्णयन के लिए निर्देशित करती है।

अनुसूची

"क्या राष्ट्रीय खनिज विकास निगम लिमिटेड (संचयन संख्या 14) के बाइलाडिला आयर्न और प्रोजेक्ट, डाकघर किरिन्दुल, जिला बस्तर (मध्य प्रदेश) के प्रबन्ध मंडल का श्री एन० के० श्रीवास्तव, निम्न श्रेणी लिपिक को 20 नवम्बर, 1968 से 2 मई, 1970 तक की अवधि के लिए, जिसके दौरान उसने तोलन ब्रिज लिपिक (जिस पद का मंजूर वेतनमान 130—300 रुपये हैं) के रूप में कार्य किया किन्तु जिसके दौरान उसे 110—180 रुपये के निचले वेतनमान में मजदूरी दी गई, जब कि उसके कुछ सहकर्मियों को उक्त पद पर नियमित वेतनमान, अर्थात् 130—300 रु० में मजदूरी दी गई थी कार्यकारी भत्ता देने से इनकार करना न्यायोचित है? यदि नहीं, तो कर्मकार किस अनुतोष का हकदार है?"

[सं० एल-26012(5)/71-एल० आर०-4]

बलवन्त सिंह, अवर सचिव।

(Department of Labour and Employment)

New Delhi, the 28th August 1972

S.O. 2333.—In pursuance of section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Industrial Tribunal, Chandigarh in the industrial dispute between the employers in relation to the Bank of Baroda Limited and their workmen, which was received by the Central Government on the 1st August, 1972.

BEFORE SHRI P. P. R. SAWHNY, B. A. (HONS.)
CANTAB BAR-AT-LAW, PRESIDING OFFICER,
CENTRAL INDUSTRIAL TRIBUNAL,
CHANDIGARH

REFERENCE No. 6/C of 1969

BETWEEN

The workmen and the management of Bank of Baroda Ltd.

APPEARANCES:

Sarvshri Tek Chand Sharma and Thakar Durga Dass.—for the workman.

Sarvshri K. K. Khullar and R. N. Rai.—for the respondent Bank.

AWARD

An industrial dispute having arisen between the employers, the Bank of Baroda Ltd. and their workmen, in respect of the matter specified below, the Ministry of Labour, Employment and Rehabilitation Departments, Government of India referred the same to this Tribunal for adjudication vide Department of Labour and Employment Notification No. 23/14/69/LR-III, dated 15th July, 1969:—

Whether the management of the Bank of Baroda Ltd., was justified in not giving the benefit of continuity of service to Shri Jagdish Chandra Gupta, clerk-cum-godown keeper at their Chaura Bazar Branch, Ludhiana with effect from the 2nd March, 1963? If not, to what relief is the workman entitled?

2. In response to the notices that were issued to the parties, the concerned workman put in his statement of claim, the respondent Bank their written statement, and in reply thereto the workman filed rejoinder.

3. In the statement of claim, the workman has *inter alia* stated that he had joined, the service of the respondent bank on 2-3-1963, and worked upto 1-9-1963, that thereafter he was appointed on the same post and on the same emoluments from 9-9-1963 and he worked upto 1-3-1964,

that on 10-3-1964 his term of appointment was extended and he worked upto 10-4-1964 his term of appointment was extended and he worked upto 10-4-1964, on the above stated post,

that instead of confirming him, the Respondent Bank vide their letter No. Stf. /3/56, dated 14th April, 1964, treated him on probation as from that date.

that this action of the respondent Bank was arbitrary and illegal as the post against which he had been employed was from the very beginning of a permanent nature and there was no justification for the respondent bank to have denied to him the benefits of a permanent cadre, inasmuch as he was never a temporary hand and that he was to be treated as a probationer for all intents and purposes, and

that the respondent bank be directed to grant the benefits of continued service to him with effect from 2-3-1963, treating him on probation, and to pay all the consequential dues.

4. In the written statement the respondent management raised the following preliminary objections:—

- (i) that though the industrial adjudication can modify a contract between the parties, in case a dispute is raised in this behalf, yet it cannot

disregard the contractual terms and conditions of service agreed to between the parties.

- (ii) that the contracts appointing the concerned workman in temporary capacities having not been alleged to be vitiated by any of the factors laid down in the Indian Contracts Act. they were binding between the parties.
- (iii) That there was no principle known to industrial law that a contract voluntarily agreed to between the parties should be disregarded on the mere allegation of the union that it was an unfair labour practice, as there was no such conception of unfair labour practice recognised by law.
- (iv) That the concerned workman or the union did not lodge any protest that the contracts were bad or unjust, when they were entered into between the parties, and as the contracts were fully implemented by both the parties, the question that the contracts were bad and on that basis should be modified with retrospective effect could not be raised.
- (v) That the Industrial Tribunal has got powers to give award with retrospective effect and the earliest date from which such retrospective effect could be given was the date of the demand, and the demand having been raised in the instant case in April, 1968, the union could not ask for retrospective confirmation with effect from the 2nd March, 1963.
- (vi) That the demand of the union that the concerned workman should be treated on probation during the temporary period is outside the term of the reference.
- (vii) That they do not admit that the union had any competence or *locus standi* to raise any industrial dispute.
- (viii) That the union could not raise any demand on notional basis and cannot ask the Industrial Tribunal to make declaration that a particular thing exists, even though it did not exist, and as such the union could not ask the Tribunal to declare that the services of a workman should be deemed to be continuous when that was not the fact, and that similarly the union could not ask the Industrial Tribunal to declare that that workman was on probation during the period when he was not on probation during that period.
- (ix) That the letter addressed by the union to the Conciliation Officer was itself highly belated.

5. On merits, the Respondent Bank has maintained that Shri Jagdish Chander Gupta, concerned workman, was a purely temporary employee as was evident from various documents that have been relied upon by them and that it was surprising that after a number of years a dispute had been raised in this behalf and that too when at the time he was appointed it was explicitly made known to him that he was being appointed on a temporary basis of clerk-cum-godown keeper a post that had been created for a specified period.

that after the expiry of various temporary appointment periods, and while taking into consideration whether in view of the work-load it was necessary to continue that post, the Branch Manager recommended to the Head Office creation of a permanent post and secured approval for making a permanent appointment, and offered the post to the concerned workman Shri Gupta who was selected and was appointed on probation for a period of six months from 14-2-1964, and Shri Gupta concerned workman accepted these terms and joined duty as a probationer.

They have further more maintained in the written statement that no objection had been taken by Shri Gupta at the time when he was appointed against a temporary post and temporary appointments were allowed to run their full course, and that when a temporary appointment was given to him he was appointed

as a clerk-cum-godown keeper and at the time when the question of creating a permanent post came up for consideration it was thought necessary to create a somewhat different permanent post and it was on that account that Shri Gupta, concerned workman, was allowed to join the clerical grade where the duties required to be performed were to do work in cash department, such as receipts and payments of cash to deal with cash, to attend to godowns, to type and to do other miscellaneous clerical duties as may be given to him from time to time.

6. In the replication the concerned workman has generally refuted the pleas raised by the respondent bank and reiterated the position taken by him in the statement of claim.

7. On the pleadings of the parties the following issue were framed:—

Preliminary issues:—

- (1) whether the union is not competent to raise the dispute in question?
- (2) whether the demand is belated and what is its effect on merits?
- (3) whether the management was justified in not giving the benefit of continuity of service to Shri Jagdish Chander Gupta, clerk-cum-godown keeper at their Chaura Bazar Branch, Ludhiana with effect from 2nd March, 1963 (whom the management claims to be a temporary employee)? If not, to what relief is the workman entitled?

8. Subsequently the issue No. 3 on merits was amended as under after an application had been put in by the authorised representative of the Bank and after the parties were heard:—

whether the management was not justified in withholding the benefits of continuity of service of the concerned workman, Shri Jagdish Chander Gupta clerk-cum-godown keeper at their Chaura Bazar Branch, Ludhiana with effect from the 2nd March, 1963? If so, to what relief is he entitled?

9. The parties were first afforded with an opportunity to lead evidence in respect of the preliminary issues.

The management examined only one witness, Shri D. J. Sen Gupta, their Joint Regional Manager, New Delhi, and the concerned workman examined only himself as a witness.

After hearing the authorised representatives of the parties and after taking into consideration the statements made by the two witnesses produced by them, a detailed order was passed on 25th September, 1970, holding that there was no substance in either of the preliminary objections raised by the Bank and these issues were consequently decided against the management.

Thereafter the parties were called upon to lead evidence in respect of the issue on merits.

10. The concerned workman has besides examining himself as a witness, has examined two others, namely, Shri Janak Raj Sharma, an employee of the respondent bank in their Amritsar branch, who was the General Secretary of the bank of Baroda Employees Union, Regd., Punjab, and Shri Sukhdev Raj Sharma, a clerk in their branch at Amritsar, who is the President of the aforesaid union. The respondent Bank have examined Shri D. J. Sen Gupta as witness who had also been examined as a witness in respect of preliminary issues.

11. Letter, Ext. A/3, dated 2-3-1963 is an important document which shows that it was addressed to Shri Jagdish Chander Gupta with the heading "Your temporary employment in the bank's service."

Its relevant contents are reproduced below:

"This appointment will be from 2nd March, 1963 to 1st September, 1963 (at starting salary of Rs. 130/- per month), and will automatically cease on the expiry of the said period. The management, however, reserves their right to terminate your services at any time with 14 days' notice or payment in lieu thereof. If, however, you leave service before the expiry of the period, you will have to give 14 days' notice to the bank, failing which you shall be liable to the bank for a week's pay and all allowances."

"That this is a purely temporary appointment and no right of permanent employees will accrue to you under any circumstances."

"If these terms are acceptable to you, please report for duty at Ludhiana branch as early as possible, but not later than 2nd March, 1963."

Letter, Ext. A/1, another important document has again the same heading, "Your temporary appointment". The letter has also a mention of the service being of a temporary clerk-cum-godown keeper and its being on the same terms and condition as are contained in A/3, and it has further been mentioned therein that it should be noted that it was a temporary appointment, and no right of a permanent employees will accrue to him (concerned workman).

From letter, Ext. A/4, dated 14-4-1964, it is to be found that Shri Gupta was appointed in the clerical grade on a starting salary of Rs. 130/- per month, and it was mentioned therein that his duties were to include work of cash department, attending to godowns, typing and other clerical duties as may be given from time to time that he would be on probation for a period of six months which may be extended by the bank at its discretion, and that his services were liable to be terminated during the probationary period by one month's notice, and that if on the expiry of the probationary period his work and conduct were to be found satisfactory and he was declared medically fit, he would be confirmed in the bank's service.

Shri J. C. Gupta does not deny that he had agreed to work with the Respondent Bank on the terms and conditions of appointment as are to be found in the letters Exts. A/1 and A/3 and his appointment on probation was as per letter Ext. A/4. Letters A/1 and A/3 clearly bear out that the appointment of Shri J. C. Gupta was purely temporary and for a specified period, and that the appointment was to automatically come to an end on the expiry of the period mentioned therein. In fact, in A/1 and A/3 it has also been mentioned that Shri J. C. Gupta should particularly note that the appointment was purely temporary and that no rights of permanent employees would accrue to him.

It has, however, been urged on behalf of Shri J. C. Gupta, by his authorised representative that Shri J. C. Gupta had been appointed temporarily against a permanent post inasmuch as the aforesaid two letters of appointment do not disclose that the post was temporary and that the fact of the matters was that the post was originally permanent and the respondent Bank had *malafide* given breaks in the service of Shri J. C. Gupta. In this connection it may be stated that Shri J. C. Gupta held temporary appointments for the periods 2-3-1963 to 1-9-1963; 9-9-1963 to 8-3-1965; and 10-3-1964 to 10-4-1964 and that according to the Respondent Bank the post was made permanent on 14-4-1964 and Shri J. C. Gupta was offered the post on probation and he accepted the terms offered to him and that there was nothing in the bipartite settlement of 1966 barring employment of an employee in this manner.

It is apparent from statement of Shri J. D. Sen Gupta that there were breaks in the service of Shri J.

C. Gupta, as the Respondent Bank was not sure whether the temporary increase in business would continue and that after Shri Gupta had worked for one year with two breaks, a recommendation was made vide A/1 by the Joint Regional Manager to the head office that the post on which Shri Gupta had been working be made permanent as the business was expected to continue, and after having secured sanction of the head office vide A/4, Shri Gupta had been appointed against a permanent post.

In support of the contention of the workman that the post against which he was appointed as a temporary was permanent, he has maintained that the work that he was required to handle was of a permanent nature and his services were also availed of elsewhere during duty hours and that he had been discriminated against in as much as two other persons had been appointed during the same period on probation as clerk-cum-godown keepers—the same designation as that of Shri J. C. Gupta.

In order to substantiate this plea it has been claimed by the authorised representative of the workman that on each occasion the amount of his salary said to have been received from the parties on his account, was deposited in the same ledger in which the salary of permanent employees was deposited and that Shri Sen Gupta had made contradictory statements in this behalf.

The position taken by the Respondent Bank is that Shri J. C. Gupta was appointed to deal with particular work of some of the constituents i.e. Pearl Group etc. and his salary was received from the loanees and this stand appears to be consistent with the material on record.

It has also been argued by the authorised representative of the workman that since Shri J. C. Gupta had completed 6 months of service upto 1st June, 1963 according to Shastri Award he was to be confirmed from that date onwards.

However this position could be only tenable if it were to be established that Shri J. C. Gupta had been appointed as a probationer for the relevant period which is not the case as he was appointed as a temporary employee.

It is pertinent to mention that Shri J. C. Gupta did not after he was appointed on temporary basis at any time take objection to his appointment in that manner as is to be found from the statement of Shri D. J. Sen Gupta or even claim that he was appointed temporarily against a permanent post. In fact in the appointment letters A/1 and A/3 the terms of appointment have been clearly specified and also the fact that after the expiry of the period mentioned therein the service of Shri J. C. Gupta would automatically come to an end. The authorised representative of the workman has maintained that by giving breaks in service of Shri J. C. Gupta and not terminating his services in writing after the expiry of period mentioned in the appointment letters, A/1 and A/3 there had been contravention of para 519 of Sastri award as adopted by Desai Award and paras 516, 508 and 512 of Sastri award and provisions of Shops Act, that Shri Gupta workman had been deprived of opportunity of holding a permanent post and that the case of a workman of his category fall in the category of a probationer.

From the material that has been placed on record there does not appear any contravention of the various paras referred to above of Sastri and Desai Awards in as much as Shri J. C. Gupta was initially appointed on

a temporary basis against a temporary post which according to the letters of appointment automatically came to an end on the expiry of specified period and the question of terminating his services in writing on each occasion was not called for and he cannot justifiably claim that his case fell in the category of a probationer.

It has been held in F. J. P. Col. II—1956-57-209 that contract cannot be disregarded unless fraud or unfair practice were shown to exist. The authorised representative of the workman has maintained that the standing orders and Desai award over-ride contracts so far as service conditions are concerned.

It is true that as far as service conditions are concerned standing orders over-ride contracts and Tribunals are not fettered by agreements and contracts when shown to have been secured by fraud or unfair practice, but not standing orders have been placed on record and it has also not been shown how and in what manner provisions of Sastri and Desai awards have been contravened.

There is also nothing to indicate that the original contract of service was obtained by means of fraud or unfair labour practice. As such Shri J. C. Gupta is bound by his commitment of acceptance of terms of employment which find mention in his letters of appointment, Exts. A/1 and A/3.

The fact remains that Shri Gupta has in unambiguous terms admitted that he had been appointed on a temporary basis in the vacancy caused by the suspension of one of the employees and this fact had been communicated to him in writing also, and that he did not protest to the management on each occasion of termination of his services and at that time or at the time he was appointed on probation claim that he was a regular employee of their's, and also the fact that generally all the clerks employed with the respondent bank were expected to do clerical work as well as work of a godown keeper.

This apart, the fact of the matter is that the letters of the appointment of Shri J. C. Gupta, Exts. A/1, A/3 and his letter of appointment as probationer, A/4, clearly go to show that Shri Gupta was appointed on a temporary basis, against a temporary post and that he was made aware of the implications of the orders relating to his appointment, and he accepted these terms without any demur.

With this background it is held that the respondent bank was justified in not giving benefit of continuous service to Shri J. C. Gupta, clerk-cum-godown keeper with effect from 2nd March, 1963, and that he was not entitled to any relief and award is given accordingly.

No order as to costs.

The 28th July, 1972

(Sd.) P. P. R. SAWHNY,
Presiding Officer,
Industrial Tribunal, Central,
Chandigarh.

[No. 23/14/69/LRIII.]

ORDER

New Delhi, the 18th April 1972

S.O. 2234.—Whereas the Central Government is of opinion that an industrial dispute exists between the employers in relation to the State Bank of India and their workmen in respect of the matter specified in the Schedule hereto annexed;

And whereas the Central Government considers it desirable to refer the said dispute for adjudication;

Now therefore, in exercise of the powers conferred by clause (d) of sub-section (1) of section 10 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby refers the said dispute for adjudication to the Central Government Industrial Tribunal, Delhi constituted under section 7A of the said Act.

SCHEDULE

"Whether the action of the management of State Bank of India in terminating the services of Shri S. M. Gupta, Clerk of their Hauz Khas Branch, New Delhi with effect from the 10th August, 1971 is justified? If not, to what relief is he entitled?"

[No. L12012/123/71-LRIIL]

S. S. SAHASRANAMAN, Under Secy.

(अम और रोजगार विभाग)

आदेश

नई दिल्ली, 18 अप्रैल, 1972

का० आ० 2334.—यतः केन्द्रीय सरकार की राय है कि इससे उपाबद्ध अनुसूची में विनिर्दिष्ट विषयों के बारे में भारतीय स्टेट बैंक से सम्बद्ध नियोजकों और उनके कर्मचारों के बीच एक औद्योगिक विवाद विद्यमान है।

और यतः केन्द्रीय सरकार उक्त विवाद को न्यायनिर्णयन के लिए निर्देशित करना वांछनीय समझती है ;

अतः, अब, औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 10 की उप धारा (1) के खण्ड (घ) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार एतद्वारा उक्त विवाद को उक्त अधिनियम की धारा 7-क के अधीन गठित केन्द्रीय सरकार औद्योगिक अधिकरण, दिल्ली को न्यायनिर्णयन के लिए निर्देशित करती है।

अनुसूची

क्या भारतीय स्टेट बैंक के प्रबन्ध मण्डल का अपनी होज़ खास शाखा, नई दिल्ली के लिपिक श्री एस० एम० गुप्ता को सेवाएं 10 मार्च, 1971 से समाप्त कर देने की कार्यवाही न्यायोचित हैं ? यदि नहीं, तो वह किस अनुतोष का हकदार है ?

[सं० एल० 12012/123/71-एल० आर० III]

एस० एस० सहासना. अवर सचिव।

(अम और रोजगार विभाग)

नई दिल्ली, 25 मई, 1972

का० आ० 377 (अ).—वैयक्तिक क्षति (प्रतिकर बीमा) अधिनियम 1963 (1963 का 37) की धारा 8 के अनुसरण में केन्द्रीय सरकार एतद्वारा निम्नलिखित स्कीम बनाती है, अर्थात् :—

वैयक्तिक क्षति (प्रतिकर बीमा) स्कीम, 1972

1. संक्षिप्त नाम और प्रारम्भ.—(1) यह स्कीम वैयक्तिक क्षति (प्रतिकर बीमा) स्कीम, 1972 कही जा सकेगी।

(2) यह 3 दिसम्बर, 1971 को प्रवृत्त होगी।

2. निर्बन्धन — इस स्कीम में, जब तक कि संदर्भ से अन्यथा अपेक्षित न हो, —

(क) "अधिनियम" से वैयक्तिक क्षति (प्रतिकर बीमा) अधिनियम, 1963 (1963 का 37) अभिप्रेत है।

(ख) "उपाबंध" से इस स्कीम से संलग्न उपाबंध अभिप्रेत है।

(ग) "अग्रिम प्रीमियम" से खण्ड 6 में यथाअपेक्षित, नियोजक द्वारा संदत्त किए जाने वाले कुल प्रीमियम के प्रति अग्रिम संदाय अभिप्रेत है ;

(घ) "दावा अधिकारी" से वह अधिकारी अभिप्रेत है जो वैयक्तिक क्षति (आपात उपबंध) अधिनियम, 1962 (1962 का 59) के अधीन बनी वैयक्तिक क्षति (आपात उपबंध) स्कीम, 1971 के प्रयोजनों के लिए दावा अधिकारी के रूप में नियुक्त है ;

(ङ) "खण्ड" से इस स्कीम का खण्ड अभिप्रेत है ;

(च) "आयुक्त" से कर्मकार प्रतिकर अधिनियम, 1923 (1923 का 8) की धारा 20 के अधीन नियुक्त कर्मकार प्रतिकर आयुक्त अभिप्रेत है।

(छ) "प्रतिकर" से इस अधिनियम की धारा 4 और धारा 7 के अधीन संदेय प्रतिकर अभिप्रेत है।

(ज) "आश्रित" का वह अर्थ है जो कर्मकार प्रतिकर अधिनियम, 1923 (1923 का 8) में समनुदिष्ट है ;

(झ) "कुटुम्ब का पात्र सदस्य" से अभिप्रेत है —

(i) विधिपूर्ण रूप से विवाहित विधवा,

(ii) धर्मज पुत्र,

(iii) धर्मज पुत्री,

(iv) पिता,

(v) माता, और

(vi) ऐसा कोई अन्य आश्रित जिसे, दावा अधिकारी के विचार से, प्रतिकर का संदाय किया जाना चाहिए ;

(ञ) "प्ररूप" से इस स्कीम से संलग्न प्ररूप अभिप्रेत है

(ट) “सरकारी अभिकर्ता” से ऐसा कोई व्यक्ति अभिप्रेत है जो, धारा 11 के अधीन, अधिनियम के प्रयोजनों में से किसी के लिए, केन्द्रीय सरकार के अभिकर्ता के रूप में कार्य करने के लिए नियोजित है ;

(ठ) “लेखा शीर्ष” से खण्ड 4 के उपखण्ड (2) में विनिर्दिष्ट लेखा शीर्ष अभिप्रेत है ;

(ड) “आपात-अवधि” से अभिप्रेत है, दिसम्बर, 1971 के तीसरे दिन से प्रारम्भ होने वाली और उस तारीख तक, जो तारीख केन्द्रीय सरकार आपात स्थिति के समाप्त होने की राजपत्र में अधिसूचना द्वारा घोषित करे, समाप्त होने वाली अवधि ;

(ढ) “पालिसी” से इस स्कीम के अधीन जारी की गई बीमा पालिसी अभिप्रेत है ;

(ण) “अर्हक क्षति” से अभिलाभपूर्वक लगे हुये व्यक्ति को हुई ऐसी वैयक्तिक क्षति अभिप्रेत है जिसके बारे में अधिनियम की धारा 4 के अधीन प्रतिकर संदेय है ;

(त) “तिमाही” से अप्रैल, जुलाई, अक्टूबर, या जनवरी के प्रथम दिन को प्रारम्भ होने वाली तीन मास की अवधि अभिप्रेत है ;

(थ) “धारा” से इस अधिनियम की धारा अभिप्रेत है ;

(द) अन्य सभी शब्दों और अभिव्यक्तियों का, जो इस स्कीम में प्रयुक्त है किन्तु इसमें परिभाषित नहीं है, वह अर्थ होगा जो क्रमशः उन्हें अधिनियम में समुद्दिष्ट है ।

3. **नियोजक की बाध्यताएं.**—(1) हर नियोजक इस स्कीम में उपर्युक्त रीति में धारा 9 में यथाअधिकृत बीमा पालिसी लेगा और ऐसे अग्रिम प्रीमियमों का जैसे कि खण्ड 8 के अधीन अधिसूचित किए जाएं और ऐसे अन्तिम प्रीमियम का जैसा कि, आपात की कालावधि के अवसान के पश्चात्, खण्ड 6 के अधीन अधिसूचित किया जाए, संदाय करेगा ।

(2) वह नियोजक, जिसने उपखण्ड (1) के अपनी ऐसी बाध्यताओं को जो शोध्य हो गई है, पूरा कर लिया है, इस बात का हकदार होगा कि अधिनियम के अधीन अपने द्वारा उपगत प्रतिकर के संदाय के किसी भी दायित्व का अपनी ओर से उम्मीचन सरकार द्वारा निधि में से कराए ।

(3) जहाँ कि कोई नियोजक उपखण्ड (1) के अधीन अपनी बाध्यताओं में से उन की पूरा करने में असफल रहा है जो शोध्य हो गई है वहाँ जिस प्रतिकर के संदाय के लिए वह अधिनियम के अधीन दायित्वाधीन है, वह निधि में से संदत्त किया जाएगा किन्तु इस प्रकार संवत् कोई रकम अधिनियम में उस निमित्त उपबंधित प्रक्रिया के अनुसार नियोजक से प्रतिभूत कराई जाने योग्य होगी ।

4. **बीमा के लिए आवेदन.**—(1) धारा 9 के अधीन बीमा पालिसी लेने के लिए अपेक्षित हर नियोजक सरकारी अभिकर्ता या ऐसे अधिकारी को आवेदन करेगा जो इस निमित्त बीमा के लिए सरकारी अभिकर्ता द्वारा प्राधिकृत किया जाए ।

(2) ऐसा हर आवेदन प्ररूप ‘क’ में दो प्रतियों में किया जाएगा और उसके साथ सरकारी खजाने में अपेक्षित अग्रिम प्रीमियम के

52 प्रकीर्ण प्राप्ति—वैयक्तिक क्षति (प्रतिकर बीमा) स्कीम, 1972 के अधीन—शीर्ष के अधीन संदाय के माध्य में खजाना चालान होगा ।

(3) यदि आवेदन के साथ कोई चालान नहीं है या यदि चालान ठीक नहीं है तो आवेदन आवेदक को अपेक्षित चालान के साथ पुनः निवेदित करने के लिए लौटा दिया जाएगा ।

(4) यदि आवेदन के साथ का चालान ठीक है किन्तु बीमा के लिए आवेदन प्ररूप ‘क’ में नहीं प्राप्त हुआ है तो चालान सरकारी अभिकर्ता द्वारा प्रतिकृत किया जा सकेगा और आवेदन आवेदक को उसे ठीक करके पुनः निवेदित करने के लिए लौटा दिया जाएगा ।

(5) यदि आवेदन के साथ का चालान ऐसी रकम का है जो शोध्य प्रीमियम से कम पड़ती है, तो आवेदन, यदि वह अन्यथा ठीक है तो, उतनी रकम के अतिशेष का, जितनी कि मूल चालान में कमी है, चालान प्राप्त होने तक निलम्बित रखा जा सकेगा ।

(6) सरकारी अभिकर्ता नियोजक से प्राप्त आवेदन की प्ररूप ख—में रसीद देगा ।

5. **पालिसी का जारी किया जाना.**—यदि आवेदन प्ररूप ‘क’ में ठीक से दिया गया है और लेखा शीर्ष के अधीन सरकारी खजाने में खण्ड 8 के अधीन अपेक्षित पूरे अग्रिम प्रीमियम के संदाय के माध्य में खजाना चालान के साथ है तो सरकारी अभिकर्ता आवेदन की प्राप्ति के पश्चात् यथासंभव शीघ्र बीमा की पालिसी जारी करेगा ।

6. **प्रीमियम की रकम.**—(1) बीमा की पालिसी पर शोध्य कुल प्रीमियम वर्तमान आपात के पर्यवसान के पश्चात् नौ मास के भीतर केन्द्रीय सरकार द्वारा राजपत्र में अधिसूचना द्वारा अवधारित किया जायेगा ।

2. प्रीमियम नियोजक के मजदूरी बिल के प्रतिशत या प्रीमियम के जितने अग्रिम संदाय उसके द्वारा किये जा चुके हैं उन सब के समतुल्य के रूप में अभिव्यक्त किया जायेगा ।

(3) (क) यह प्रीमियम, ऐसे अग्रिम प्रीमियमों को कम करके जो वसूल किये जा चुके हों, नियोजकों द्वारा ऐसी किस्तों में संदेय होगा जैसी कि केन्द्रीय सरकार द्वारा नियत की जाए ।

(ख) ऐसी प्रत्येक किस्त चालान द्वारा लेखा शीर्ष के अधीन सरकारी खजाने में संदत्त की जायेगी और ऐसे संदाय के माध्य में चालान, राजपत्र में अधिसूचना द्वारा संदाय के लिए नियत तारीख के 30 दिनों के भीतर सरकारी अभिकर्ता को अपेक्षित किया जायेगा ।

(4) यदि पहले से वसूल किया गया अग्रिम प्रीमियम कुल प्रीमियम से अधिक हो जाता है तो अधिक्क केन्द्रीय सरकार द्वारा नियोजक को लौटा दिया जायेगा ।

7. **अन्तिम प्रीमियम के निर्धारण की रीति.**—किसी बीमा की पालिसी पर किसी नियोजक से शोध्य कुल प्रीमियम की संगणना

करने के प्रयोजन के लिए, वर्तमान आपात के पर्यवसान की तारीख के पूर्वगामी पूरी चार तिमाहियों के लिए उस नियोजक का कुल बिल ऐसे मजदूरी बिल होंगे जिन पर प्रतिशतताएं प्रधारित की जाएंगी :

परन्तु ऐसे नियोजक की बाबत, जिसने उस तारीख के पूर्व कारबार को छोड़ लिया है, कालावधि उस तारीख से जिसको उसने कारबार छोड़ दिया है पूर्वगामी पूरी चार तिमाहियों को होगी ।

8. प्रीमियम का अधिदाय.—(1) खण्ड 6 के अधीन अधिधारित किया जाने वाले कुल प्रीमियम मध्ये 31 मार्च, 1972 को समाप्त होने वाली तिमाही के दौरान संदेय अग्रिम प्रीमियम की रकम, सुसंगत मजदूरी बिल के हर एक सौ रुपयों पर तीन पैसे की दर में होगी ।

(2) पश्चात्पूर्व तिमाहियों के दौरान संदेय अग्रिम प्रीमियमों की रकम, जो प्रत्येक नियोजक के सुसंगत मजदूरी बिल के प्रतिशत के रूप में अभिव्यक्त की जायेगी, ऐसी दरों पर संदेय होगी जो केन्द्रीय सरकार द्वारा इस निमित्त राजपत्र में समय समय पर अधिसूचित की जाएं ।

(3) अग्रिम प्रीमियम संदस्त करने की अपेक्षा एक तिमाही में एक से अधिक बार नहीं की जाएगी ।

(4) अग्रिम प्रीमियम के लिए सुसंगत मजदूरी बिल उस तिमाही से पहले वाली तिमाही के लिए मजदूरी बिल होगा जिसमें अग्रिम प्रीमियम संदस्त किए जाने के लिए अपेक्षित हैं ।

(5) यदि किसी समय केन्द्रीय सरकार की यह खय है कि निधि में का अतिशेष उस समय यथा पूर्वदर्शित निधि के अधिसंभाव्य दायित्वों को पूरा करने के लिए पर्याप्त है तो केन्द्रीय सरकार बालू या आगे कि किसी तिमाही के दौरान अग्रिम प्रीमियम का संदाय अधित्यक्त या मुलतबी कर सकेगी ।

(6) सभी अग्रिम प्रीमियम लेखा शीर्ष के अधीन सरकारी खजाने में नियोजक द्वारा संदस्त किए जाएंगे और अग्रिम संदायों के संदाय के साक्ष्य में खजाना बालान नियोजक द्वारा उस सरकारी अभिकर्ता को अग्रेषित किया जायेगा जिसको कि खण्ड 4 के अधीन आवेदन ऐसे समय के भीतर किया जाना अपेक्षित है जो कि केन्द्रीय सरकार राजपत्र में अधिसूचना द्वारा इस निमित्त विनिर्दिष्ट करे ।

(7) अन्तिम प्रीमियम और अग्रिम प्रीमियम निकटतम रुपये तक पूर्णकित किए जाएंगे ।

(8) सरकारी अभिकर्ता या उसका अधिकारी, नियोजक द्वारा प्रथम अग्रिम प्रीमियम के संदाय के पश्चात प्रत्येक अग्रिम प्रीमियम के लिए प्ररूप ग में एक रसीद देगा ।

9. वैयक्तिक क्षति (आपात उपबंध) अधिनियम, 1962 के अधीन संदेय रकमों का एक मुहत राशि में मूल्य.—वैयक्तिक क्षति (आपात उपबंध) अधिनियम, 1962 के अधीन संदेय और नीचे

की सारिणी के स्तंभ 1 में विनिर्दिष्ट पेंशन और भत्तों का एक मुहत राशि में मूल्य उसके स्तंभ 2 में उपदर्शित तत्संबंधी रकम होगी :—

सारिणी

पेंशन और भत्ते	एक मुहत राशि में मूल्य
(1)	(2)
(i) 100 प्रतिशत निःशक्तता के लिए निःशक्तता पेंशन	6,900 रु०
(ii) कुटुम्ब पेंशन और बालक भत्ता	6,900 रु०

10. प्रतिकर की रकम.—(1) खण्ड 9 और इस खण्ड के उपखण्ड (2) के साथ पठित धारा 7 के उपबन्धों के अधीन रहते हुए, संदेय प्रतिकर की रकम निम्नलिखित रूप में होगी :—

(क) जहां क्षति के परिणाम स्वरूप मृत्यु हो जाती है और मृतक व्यक्ति उपाबंध के प्रथम स्तंभ में दर्शित परिसीमाओं के भीतर आने वाली मासिक मजदूरी प्राप्त करता रहा है वहां वह रकम जो उसके दूसरे स्तंभ में तत्स्थानी प्रविष्टियों में ऐसी परिसीमाओं के सामने दर्शित हैं ;

(ख) जहां क्षति के परिणाम स्वरूप स्थायी पूर्ण निःशक्तता होती है और क्षत व्यक्ति उपाबंध के प्रथम स्तंभ में दर्शित परिसीमाओं के भीतर आने वाली मासिक मजदूरी प्राप्त करता रहा है वहां वह रकम जो उसके तीसरे स्तंभ में तत्स्थानी प्रविष्टियों में ऐसी परिसीमाओं के सामने दर्शित है ;

(ग) जहां क्षति के परिणाम स्वरूप स्थायी आंशिक निःशक्तता होती है :—

(i) वहां अधिनियम की अनुसूची में विनिर्दिष्ट क्षति की दशा में प्रतिकर का वह प्रतिशत जो कि स्थायी पूर्ण निःशक्तता की उस दशा में संदेय होता जैसा कि उसमें उस क्षति द्वारा कारित उपार्जन सामर्थ्य की हानि के प्रतिशत के रूप में विनिर्दिष्ट है ; और

(ii) उस क्षति की दशा में जो अधिनियम की अनुसूची में विनिर्दिष्ट नहीं है, स्थायी पूर्ण निःशक्तता की दशा में संदेय प्रतिकर का वह प्रतिशत जो कि क्षति द्वारा स्थायी रूप से कारित उपार्जन सामर्थ्य की हानि के अनुपातिक हो ;

(घ) जहां कि अस्थायी निःशक्तता, चाहे वह पूर्ण हो या आंशिक हो, क्षति के परिणाम स्वरूप होती है और क्षत व्यक्ति उपाबंध के प्रथम स्तंभ में दर्शित परिसीमाओं के भीतर आने वाली मासिक मजदूरी प्राप्त करता रहा है, वहां उसके चौथे स्तंभ में

तत्संबंध प्रविष्टियों में ऐसी परिसीमाओं के सामने दक्षिण राशि का भासिक संदाय जो उस दशा में—

- (i) जब की ऐसी निःशक्तता अट्ठाइस दिन या अधिक की अवधि तक बनी रहती है निःशक्तता की तारीख से, या
- (ii) जब कि ऐसी निःशक्तता अट्ठाइस दिन से कम की अवधि तक बनी रहती है निःशक्तता की तारीख से तीन दिन की प्रतीक्षा अवधि के अवसान के पश्चात्, सोलहवें दिन की संदेय है और तत्पश्चात् तब तक आधे आधे मास पर जब तक वह वैयक्तिक क्षति (आपात उपबंध) अधिनियम, 1962 के अधीन बनाई गई स्कीम के अधीन कोई भी संदाय प्राप्त करता है।

(2) उपखण्ड (1) में अन्तर्विष्ट किसी बात के होते हुए भी, इस स्कीम के अधीन सरकारी सेवक को संदेय प्रतिकर की रकम अधिनियम की धारा 6 के अनुसार उस रकम के बराबर होगी जो प्रतिकर की वह रकम जो उपखण्ड (1) के अधीन संदेय होती, धन वैयक्तिक क्षति (आपात उपबंध) अधिनियम 1962 के अधीन इस स्कीम के खण्ड 9 में विनिर्दिष्ट संदायों के समुचित एक मुश्त मूल्य में से उस अमाधारण पेंशन, उपदान, अनुकंपा संदाय या नुकसानी का एक मुश्त मूल्य घटाने के बाद जो उसकी सेवा की शर्तों का विनियम करने वाले नियमों के अधीन उसे संदेय है।

11. **प्रतिकर का हक.**— कर्मकार को हुई अर्हक क्षति के बारे में प्रतिकर केवल तब ही अनुज्ञेय होगा जब कि क्षति किसी भी समय :—

- (क) उस दिन हुई हो जिस दिन वह ऐसे कर्मकार के रूप में कर्तव्यारूढ़ था, या
- (ख) उस दिन हुई हो जिस दिन वह, यदि वह दिन मान्यता प्राप्त अवकाश दिन या विश्राम का दिन न होता या यदि वह गुणता क्षति या इसी प्रकार के अन्य कारणवश या किसी अन्य कारण से जो दावा अधिकारी की राय में ठीक और पर्याप्त था, आकस्मिक रूप से इयुटी से अनुपस्थित न होता, तो कर्तव्यारूढ़ होता।

12. **नियोजकों द्वारा अग्रिम संदाय.**—(1) ऐसे कर्मकार का नियोजक जिसे अर्हक क्षति हुई, स्वयं कर्मकार को या उस की मृत्यु हो जाने की दशा में किसी ऐसे व्यक्ति को जिसे इस स्कीम के खण्ड 18 के अधीन प्रतिकर संदेय होगा, दो सौ रुपये से अग्रिमिक के प्रतिकर मद्दे अग्रिम धन अनुदत्त कर सकेगा।

(2) उपखण्ड (1) के अनुसार अग्रिम संदाय के प्रतिग्रहण पर उसका प्राप्तिकर्ता प्ररूप (घ) में नियोजक को एक रसीद दो प्रतियों में देगा।

(3) (क) वह नियोजक जो उपखण्ड (1) के अधीन कर्मकार को या उसके कुटुम्ब के पात्र सदस्य को अपने द्वारा दिए गए अग्रिम संदाय की वापसी का दावा करना चाहता है, ऐसा अभिदाय

करने के दो सप्ताह के भीतर उसके लिए प्ररूप 'ड' में आवेदन उस दावा अधिकारी को करेगा जो उस क्षेत्र में जहां कि क्षति हुई थी, अधिकारिता रखता है।

(ख) उपखण्ड (क) में निर्दिष्ट आवेदन के साथ कर्मकार या उसके कुटुम्ब के पात्र सदस्य द्वारा प्ररूप 'घ' में दी गई रसीद की एक प्रति रहेगी।

(4) उपखण्ड (1) के अधीन संदत्त रकम में से उतनी रकम जितनी इस स्कीम के अधीन दिए गए अधिनियम के अधीन उसी व्यक्ति को संदेय प्रतिकर में अधिक नहीं होती है, नियोजक को निधि में से प्रतिसंदेय होगी।

(5) ऐसी क्षति के लिए जिसके बारे में क्षत व्यक्ति से नियोजक ने उपखण्ड (1) के अधीन कर्मकार को या उसके कुटुम्ब के पात्र सदस्य को अग्रिम संदाय किया है, इस स्कीम के अधीन अधिनियम देते समय, दावा अधिकारी उपखण्ड (3) के अधीन आवेदन की प्रप्ति पर, यह अपेक्षा करते हुए प्ररूप (च) में आदेश करेगा की नियोजक को अग्रिम संदाय प्रतिसंदत्त कर दिया जाए, तथा अधिनियम में से ऐसे आदेश की रकम को घटा देगा।

13. **प्रतिकर के लिए आवेदन.**—(1) इस स्कीम के अधीन प्रतिकर के लिए कोई आवेदन उस क्षेत्र के दावा अधिकारी को, जहां कि क्षति हुई थी, इस स्कीम के खण्ड 14 में अधिकथित रीति में निम्नलिखित व्यक्तियों में से किसी द्वारा अर्हक क्षति हो जाने की तारीख के पश्चात् आठ मास के भीतर किया जाएगा, अर्थात् :—

- (i) कर्मकार, या
- (ii) कर्मकार की मृत्यु की दशा में, कर्मकार के कुटुम्ब का कोई पात्र सदस्य।

(2) दावा अधिकारी कर्मकार या उसके कुटुम्ब की ओर से, कर्मकार के नियोजक से आवेदन प्रतिग्रहीत कर मकेगा, यदि उस अधिकारी का समाधान हो जाता है कि ऐसा करना कर्मकार के या उसकी मृत्यु की दशा में कर्मकार के कुटुम्ब के किसी पात्र सदस्य के हित में है।

(3) जहां कि दावा अधिकारी का समाधान हो जाता है कि वह व्यक्ति जिसके द्वारा आवेदन किया जाना चाहिए, पर्याप्त कारणवश, उसे करने में असमर्थ है, वहां दावा अधिकारी किसी अन्य व्यक्ति द्वारा ऐसे व्यक्ति की ओर से दिया गया आवेदन ग्रहण कर सकेगा।

(4) (क) अर्हक क्षति की तारीख के आठ मास की अवधि के पश्चात् किए गए आवेदन पर विचार नहीं किया जाएगा ;

(ख) किन्तु यदि दावा अधिकारी का समाधान हो जाता है कि देरी विधिमन्य कारणों से हुई है तो वह स्वविवेकानुसार आवेदन ग्रहण कर सकेगा।

14. **कर्मकार नियोजक या इस निमित्त प्राधिकृत किसी व्यक्ति द्वारा प्रतिकर के लिए आवेदन.**—(1) ऐसे कर्मकार द्वारा

जिसे अर्हक क्षति हुई है प्रतिकर के लिए आवेदन, उस अस्पताल या डिस्पेंसरी के भारमाधक व्यक्ति की मार्फत जहां कि उसने अन्तिम चिकित्सा प्राप्त की या प्राप्त कर रहा है, या यदि उसकी किसी अस्पताल या डिस्पेंसरी में चिकित्सा नहीं हुई है तो, सरकार के किसी ऐसे चिकित्सा आफिसर या रजिस्ट्रीकृत चिकित्सा व्यवसायी की मार्फत, यदि कोई हो, जिसने उसकी क्षति की अन्तिम चिकित्सा की हो, दावा अधिकारी को प्ररूप 'छ' में किया जाएगा और ऐसे व्यक्ति अधिकारी या व्यवसायी द्वारा प्रतिहस्ताक्षरित होगा।

(2) ऐसे कर्मकार की ओर से जिसे अर्हक क्षति हुई है कर्मकार के कुटुम्ब के किसी पात्र-सदस्य द्वारा किया गया प्रतिकर के लिए आवेदन प्ररूप 'ज' में होगा।

(3) खण्ड 13 के उपखण्ड (3) के अधीन किया गया या खण्ड 13 के उपखण्ड (2) के अधीन नियोजक द्वारा किया गया प्रतिकर के बारे में आवेदन प्ररूप 'झ' में होगा।

15. **नियोजक द्वारा प्रमाणीकरण.**—(1) प्रतिकर के लिए प्ररूप 'छ', 'ज' या 'झ' में आवेदन की प्राप्ति पर, दावा अधिकारी नियोजक से यह अपेक्षा करेगा कि वह प्ररूप 'अ' में, ऐसे समय के भीतर जो कि दावा अधिकारी द्वारा विहित किया जाय, विवरणी दो प्रतियों में प्रस्तुत करे।

(2) यदि खण्ड 12 के अधीन किया गया अग्रिम संदाय प्ररूप 'अ' में अभिलिखित नहीं है तो वह प्रतिदेय नहीं होगा।

(3) नियोजक द्वारा प्ररूप अ प्रस्तुत करने के पश्चात किया गया अग्रिम संदाय प्रतिदेय नहीं होगा।

16. **प्ररूप अ की दूसरी प्रति का सरकारी अभिकर्ता को भेजा जाना.**—(1) दावा अधिकारी खण्ड 15 के उपखण्ड (1) के अधीन प्राप्त प्ररूप अ में विवरणी की दूसरी प्रति सरकारी अभिकर्ता को अग्रेषित करेगा।

(2) सरकारी अभिकर्ता नियोजक द्वारा ली गई पालिसी की बाबत उसके द्वारा विवरणी में दी गई विशिष्टियों को परिशुद्धता सत्यापित करेगा और यदि यह पता चलता है कि उद्धृत पालिसी विधिमान्य नहीं है, तो सरकारी अभिकर्ता तदनुसार केन्द्रीय सरकार को इसला देगा और उसी समय सम्बन्धित कागजपत्र भी उस सरकार को अग्रेषित करेगा।

17. **प्रतिकर के संदाय के लिए अधिनिर्णय.**—(1) (क) जब इस स्कीम के अधीन प्रतिकर के लिए आवेदन प्राप्त हो तब दावा अधिकारी मामले से सम्बद्ध रिपोर्टों और प्रमाणपत्रों पर विचार करने के पश्चात और ऐसा अन्य साक्ष्य, यदि कोई हो, जो वह आवश्यक समझता है, अभिप्राप्त करने के पश्चात, और वैयक्तिक क्षति (आपात उपबन्ध) अधिनियम, 1962 (1962 का 59) के अधीन बनाई स्कीम के अधीन उस अधिनिर्णय के अतिरिक्त एक अन्य अधिनिर्णय या एक से अधिक अधिनिर्णय प्ररूप 'ट' में

तब देगा जब कि अधिनियम के उपबन्धों के अधीन प्रतिकर के संदाय के लिए इस स्कीम के उपबन्धों के अधीन पात्र/सदस्य कई हों।

(ख) केन्द्रीय सरकार वैसा ही अधिनिर्णय ऐसे मामलों के बारे में दे सकेगी जिनमें वैयक्तिक क्षति (आपात उपबन्ध) अधिनियम, 1962 (1962 का 59) के अधीन बनाई गई स्कीम के खण्ड 46 के अधीन अनुतोष अनुदत्त किया गया है।

(ग) (i) अधिनिर्णय की हस्ताक्षरित और मुद्रांकित एक प्रति उस व्यक्ति को जिसके पक्ष में अधिनिर्णय दिया गया है या उसके प्राधिकृत अभिकर्ता को दी जायगी;

(ii) एक सत्य प्रति सम्प्रक्त कर्मकार के नियोजक को, प्राधिकर्ता के अंगूठे और अंगुलियों के निशानों के अनुप्रमाणित नमूनों के साथ और यदि वह साक्षर है तो उसके हस्ताक्षर के साथ भेजी जाएगी;

(iii) एक सत्य प्रति उस डाकघर को जहां कि संदाय किया जाना है, प्राप्तिकर्ता के अंगूठे और अंगुलियों के अनुप्रमाणित नमूनों के साथ और यदि वह साक्षर है तो उसके हस्ताक्षर के साथ, भेजी जाएगी;

(iv) और एक अन्य प्रति डाक और तार के महानिदेशक द्वारा इस प्रयोजन के लिए विनिर्दिष्ट लेखा परीक्षा अधिकारी को भेजी जाएगी।

(2) यदि प्रतिकर के लिए आवेदन प्रतिक्षेपित कर दिया जाता है, तो ऐसे प्रतिक्षेपण के कारण पारित आदेश में अभिलिखित किए जाएंगे और आदेश कि एक प्रति निःशुल्क आवेदक को दी जाएगी।

18. **प्रतिकर का वितरण.**—मृत्यु के बारे में प्रतिकर की रकम दावा अधिकारी द्वारा उसी रीति में संदत्त और वितरित की जाएगी जैसा आयुक्त द्वारा कर्मकार प्रतिकर अधिनियम, 1923 की धारा 8 के अधीन ऐसे कर्मकार के बारे में, जिसकी मृत्यु क्षति के परिणाम-स्वरूप हुई है, प्रतिकर संदत्त और वितरित किया जाता है, सिवाय इसके कि संदाय खण्ड 17 के अधीन प्ररूप 'ट' में अधिनिर्णय के माध्यम से किया जाएगा।

19. **किस्तों द्वारा संदाय.**—(1) जब अधिनियम के अधीन किसी व्यक्ति को अनुज्ञेय प्रतिकर पांच सौ रुपये से कम या के बराबर है तो वह एक मुश्त राशि के रूप में दिया जायेगा।

(2) जब अधिनियम के अधीन किसी व्यक्ति को अनुज्ञेय प्रतिकर पांच सौ रुपये से अधिक है, तब पांच सौ रुपये की सीमा तक की अनुज्ञेय रकम का अंश एक मुश्त राशि के रूप में संदत्त किया जायेगा और अतिशेष को ऐसी दर पर, जो कि खण्ड 17 के अधीन

अधिनियम करने वाले या खण्ड 21 के अधीन निर्देश जारी करने वाले प्राधिकारी द्वारा विहित की जाए, मासिक या त्रैमासिक किस्तों में मंदत किया जाएगा।

परन्तु किस्तों की संख्या मासिक किस्तों की दशा में 60 से और त्रैमासिक किस्तों की दशा में 20 से अधिक नहीं होगी।

20. **संभाव का ध्यान**.—(1) इस स्कीम के अधीन प्रति-कर भारत के सभी मुख्य और उप डाकघरों और ऐसे शाखा डाकघरों में जो कि इस निमित्त मॉकिल के प्रधान द्वारा या नागालैण्ड की दशा में उपायुक्त या उपखण्ड अधिकारी द्वारा प्राधिकृत किए जाएं, संदेय होगा।

(2) सब ऐसी रकम उस तारीख से, जिसको वे शोध्य हों, तीन मास के भीतर ली जाएगी।

(3) ऐसी सभी संदाय सम्प्रकृत डाकपाल द्वारा समय समय पर अधिनियम पर पृष्ठांकित किए जाएंगे।

21. **अधिनियम को विधारित करने आदि की शक्ति**.—दावा अधिकारी इस स्कीम के अधीन उसी कर्मकार की बाबत तथा उसी क्षति के बारे में दिए गए अधिनियम का विधारण, रद्दकरण पुनर्विलोकन या परिवर्तन उन्हीं शर्तों और परिस्थितियों के अधीन कर सकेगा जो वैयक्तिक क्षति (आपात उपबन्ध) स्कीम, 1971 के अधीन किए गए किसी अधिनियम के, यथास्थिति, विधारण, रद्दकरण, पुनर्विलोकन या परिवर्तन करने के लिए विनिर्दिष्ट किए गए हों :—

परन्तु ऐसा कोई विधारण, रद्दकरण, पुनर्विलोकन या परिवर्तन इस स्कीम के अधीन पहले से ही मंदत किन्हीं रकमों को वसूल करने के लिए नहीं किया जायगा :

परन्तु यह और भी कि प्रतिकर की रकम इस स्कीम में या के प्रयोजनों के लिए विनिर्दिष्ट परिसीमाओं से अधिक नहीं बढ़ाई जाएगी।

22. (क) **अपील का अधिकार**.—दावा अधिकारी के इस स्कीम के अधीन दिए गए किसी आवेदन के विरुद्ध अपील ऐसे प्राधिकारी के पास होगी जो केन्द्रीय या राज्य सरकार द्वारा इस निमित्त विनिर्दिष्ट किया गया हो।

23. **नियोजकों को छूट**.—धारा 21 के अधीन अधिनियम के उपबन्धों से छूट चाहने वाला नियोजक केन्द्रीय सरकार को प्ररूप 'ठ' में आवेदन करेगा।

24. **ठेकेदारों द्वारा व्ययों का बिया जाना** :—धारा 10 में यथापरिभाषित ठेकेदार और प्रधान का इस स्कीम के अधीन वायित्व निम्नलिखित रूप में होगा :—

ठेकेदार :—(क) ठेकेदार उसी रीति में बाध्यताधीन होगा मानो वह अपने अधीन कार्यशील कर्मकार को बीमाकृत करने के लिए कोई अन्य नियोजक हों।

(ख) ठेकेदार, सरकारी अधिकारों से अपने द्वारा ली गई पालिसी के संख्यांक और तारीख की इतिला प्रधान को देने का उत्तरदायी होगा।

प्रधान :—प्रधान अपने अधीन कार्यशील किन्हीं ठेकेदारों के अस्तित्व की सरकारी अधिकारों को सूचना देने के लिए उत्तरदायी होगा। प्रधान, ठेकेदार द्वारा किए गए आवेदन में सम्मिलित अंकों की शुद्धता के लिए उत्तरदायी नहीं होगा।

25. **शान्तियां** :—कोई व्यक्ति जो इस स्कीम की किसी अपेक्षा का उल्लंघन करता है, ऐसे हर उल्लंघन के लिए जुर्माने में जो दो हजार रुपये तक हो सकेगा, दण्डनीय होगा।

उपाबन्ध

(खण्ड 10 देखिए)

संदेय प्रतिकर की रकम

क्षत कर्मकार की मासिक मजदूरी के लिए	प्रतिकर की रकम मृत्यु के लिए	स्थायी पूर्ण निःशक्तता के लिए	अस्थायी निःशक्तता के लिए प्रति-कार के रूप में अर्धमासिक संदाय
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1	2	3	4
निम्नलिखित से अधिक	निम्नलिखित से अनधिक		
	₹०	₹०	₹०
0	50	कुछ नहीं	कुछ नहीं
50	60	कुछ नहीं	कुछ नहीं
60	70	कुछ नहीं	कुछ नहीं
70	80	कुछ नहीं	कुछ नहीं
80	100	कुछ नहीं	1500
100	150	100	2900
150	200	100	2900
200	300	1100	4300
300	400	2100	5700
400	—	3100	7100

टिप्पणी :—स्थायी आंशिक निःशक्तता के लिए प्रतिकर निम्नलिखित रूप में संगणित किया जाता है :—

स्थायी आंशिक निःशक्तता का विस्तार उपार्जन सामर्थ्य की हानि के प्रतिशत में अभिव्यक्त किया जाता है। ये प्रतिशत प्रतिकर के प्रतिशत हैं जो कि स्थायी पूर्ण निःशक्तता की दशा में संदेय होगी।

प्ररूप (क)

(खण्ड 4 देखिए)

आवश्यक : इस आवेदन को पूरा करने से पूर्व इस प्ररूप के पीछे लिखे अनुदेश पढ़िए ।

भारत सरकार

वैयक्तिक क्षति (प्रतिकर बीमा) अधिनियम, 1963

आवेदन और मजदूरी घोषणा का प्ररूप

1. नियोजक का नाम.....
2. कारबार का पता.....
3. वह तारीख जिसको नियोजक बीमा करने के दायित्वाधीन हो गया ।
4. व्यापार का कारबार का वर्णन और कर्मचारी की अनुसूची ।

परिसर, कारखानों, खानों या स्थापनों का नाम जहाँ अधि- नियम की परिधि में आने वाले कर्म- चारी प्रसामान्य रूप से काम करते हैं	पता	व्यापार या कारबार की प्रकृति	उद्योग/समूह /जिसमें व्यापार या कारबार सम्बद्ध है (सूची के लिए पीछे का पैरा 3 देखिए)
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1

2

3

4

(1)

(2)

चालू तिमाही के शुरू में कर्मचारियों की संख्या	पूर्वतन तिमाही के दौरान संवत् अतिकालिक मजदूरी सहित *वास्तविक मजदूरी	*नकद भत्ते कुल मजदूरी और भत्ते (6) और (7)
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जोड़

*मजदूरी और भत्तों की संगणना करने के लिए हर व्यक्ति के 500 रुपए से अधिक के मासिक उपार्जन छोड़ देने चाहिए ।

5.....प्रतिशत पर निकटतम रुपए तक संगणित प्रीमियम का अभिदाय.....रु० के बराबर है ।

6. क्या आपने पूर्ववर्ती तिमाही में कोई ठेकेदार या किन्हीं ठेकेदारों को नियोजित किया है ? यदि हाँ, तो निम्नलिखित दीजिए :—

ठेकेदार (ठेकेदारों) का/के नाम	संविदा की अवधि	नियोजित व्यक्तियों की लगभग संख्या
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("ठेकेदार" की परिभाषा के लिए पीछे पैरा 10 देखिए)

सेवा में

.....
(यहाँ सरकारी अभिकर्ता का नाम अन्तःस्थापित कीजिए)

(बीमा के लिए आवेदन प्रथमतः किए जाने पर पूरा किया जाए)

मैं/हम/गारंटी देता हूँ/देते हैं कि उपरोक्त कथन और विशिष्टियाँ सत्य हैं और मैं/हम आपसे प्रार्थना करता हूँ/करते हैं कि विहित स्तरमान पालिसी के रूप में मेरी/हमारी ओर से भारत सरकार के साथ बीमा प्रभायी करें जिसे मैं/हम प्रतिगृहीत करने के लिए सहमत हूँ/हैं।

मैं/हम और भी सहमत/हूँ/हैं कि यह आवेदन और सभी घोषणाएँ जो इस आवेदन के प्रति मुझे/हमें दी जाने वाली पालिसी के सम्बन्ध में समय समय पर इसके पश्चात् मेरे/हमारे द्वारा की जाएंगी, भारत के राष्ट्रपति और मेरे/हमारे बीच संविदा का आधार होगी ।

मैं/हम

खजाना

भारतीय स्टेट बैंक

स्थान

भारतीय रिजर्व बैंक

मैं संदत्त (.....रु० का तारीख.....का चालान संलग्न करता हूँ/करते हैं ।
तारीख..... (जो लागू न हो उसे काट दीजिये)

नियोजक के हस्ताक्षर

(मूल आवेदन के पश्चात् मजदूरी की घोषणा जब निवेदित करें तब पूरा किया जाए)

मैं/हम गारंटी देता हूँ/देते हैं कि उपरोक्त कथन और विशिष्टियाँ सत्य हैं और मैं/हम.....को समाप्त होने वाली तिमाही के दौरान संदेय प्रीमियम के प्रति अभिदाय के संदाय में

खजाना

भारतीय स्टेट बैंक

भारतीय रिजर्व बैंकमें

निक्षिप्ति तारीख के ५० के चालान को संलग्न करता हूँ/करते हैं। मेरी/हमारी पालिसी का संख्यांक है।

नियोजक के हस्ताक्षर
तारीख—

(जो लागू न हो उसे काट दी जाए)

(अनुबंध)

1. दायित्व—उपरोक्त अधिनियम उन व्यक्तियों के, जो आवश्यक सेवाओं, कारखानों, खानों, महापत्तनों बागानों और अन्य नियोजनों में जो विनिर्दिष्ट किए जाएं लगे हुए हैं, नियोजकों पर, अपने कर्मचारियों को हुई व्यक्तिगत क्षति के बारे में ऐसे प्रतिकर की रकम का संदाय करने की बाध्यता अधिरोपित करता है जो कि उस रकम के, जो कि कर्मकार प्रति कार अधिनियम, 1923 के अधीन संदेय होती और उस रकम के, जो यदि वैयक्तिक क्षति ऐसी होती जिसके बारे में तद्धीन प्रतिकर का अधिकार होता तो वैयक्तिक क्षति (आपात उपबंध) स्कीम, 1962 के अधीन सरकार द्वारा संदत्त की जाती, बीच के अन्तर की हो अधिनियम का विस्तार सम्पूर्ण भारत पर है ;

2. अनिवार्य बीमा सभी नियोजकों को, जिन्हें अधिनियम लागू होता है, केन्द्रीय सरकार के साथ अपने दायित्व का बीमा और अधिनियम बीमा करने में असफल रहने या अधिनियम के आधीन शोध्य प्रीमियम के प्रति किसी अभिदाय का संदाय करने में असफल रहने या प्रतिकर या संदाय करने में असफल रहने के लिए भारी शक्तियां विहित करता है।

3. नियोजक जिन्हें अधिनियम लागू होता है—अधिनियम सम्पूर्ण भारत में के निम्नलिखित में नियोजित व्यक्तियों के सभी नियोजकों को लागू होता है :—

- (क) कोई नियोजन या नियोजन वर्ग जो कि भारत रक्षा नियम, 1962 के नियम 126क के अधीन या भारत रक्षा नियम, 1971 के नियम 119 के अधीन अनिवार्य सेवा घोषित है या किया गया है।
- (ख) ऐसा कोई कारखाना जैसा कि कारखाना अधिनियम, 1948 की धारा 2 के खण्ड (ड) में यथापरिभाषित है ;
- (ग) खान अधिनियम, 1952 के अर्थ के अन्तर जाने वाली कोई खान ;
- (घ) भारतीय पत्तन अधिनियम, 1908 में यथापरिभाषित कोई महापत्तन ;
- (ङ) बागान श्रम अधिनियम, 1951 की धारा 2 के खण्ड (च) में यथापरिभाषित कोई बागान ;

(ज) केन्द्रीय सरकार द्वारा राजपत्र में अधिसूचना द्वारा इस निमित्त विनिर्दिष्ट कोई नियोजन ;

कृपया प्ररूप के स्तम्भ 4 में नियोजनों के प्रवर्ग या प्रवर्गों को उपदर्शित कीजिए।

4. नियोजक जो बीमा कराने को अपेक्षित नहीं हैं नियोजकों के निम्नलिखित वर्ग अधिनियम के अधीन बीमा कराने को अपेक्षित नहीं है :—

- (क) केन्द्रीय और राज्य सरकारें ; (धारा 9(3))
- (ख) नियोजक जिनके कुल मजदूरी विल अधिनियम, के प्रारम्भ के पश्चात् किसी तिमाही के लिए कभी भी पन्द्रह सौ रुपये से अधिक नहीं हुए हैं ; (धारा 9(1))
- (ग) अल्पकालिक ठेकेदार अर्थात् जहां कि कर्मकारों की सेवाओं को उधार या भाड़े पर दिया जाना या काम का निष्पादन एक मास से कम की अवधि के लिए है ; (धारा 10(2))
- (घ) अधिनियम की धारा 21 के अधीन छूट प्राप्त नियोजक ;

5. सम्मिलित कर्मचारी—सभी प्रत्यक्ष कर्मचारी जिनके अन्तर्गत प्रबंधक, पर्यवेक्षक, महायक, आदि और सभी ठेकेदार के कर्मचारी हैं (ठेकेदार की परिभाषा देखिए) स्कीम में सम्मिलित है। यह याद रखा जाए कि निर्दिष्ट किये गये नियोजनों के सभी कर्मचारी परिधि में आते हैं और अधिनियम का लागू होना किसी विनिर्दिष्ट वर्ग उदाहरणतया कारखाना अधिनियम में परिभाषित “कर्मकारों” तक ही निबन्धित नहीं है।

6. बीमा कैसे करें—आवेदन प्ररूप भरा जाए और कर्मचारी-अभिकर्ता को दो प्रतियों में अर्पित किया जाये।

सभी आवेदनों के साथ अपेक्षित अग्रिम प्रीमियम के, यथा-स्थिति, खजाने/भारतीय रिजर्व बैंक/भारतीय स्टेट बैंक में संदाय के साक्ष्य स्वरूप खजाना चालान होना चाहिए, जिसमें अग्रिम प्रीमियम की संगणना निकटतम रूपए तक की गई हो।

7. तारीख जिस तक पालिसी ली जाये—बीमा की पालिसी को लेने के लिए आवेदन —

- (क) यदि नियोजक 31 दिसम्बर, 1971 को समाप्त होने वाली पूर्ण तिमाही के लिए नियोजक रहा था, तब 19 जून, 1972 को या के पश्चात् न कि 20 जुलाई, 1972 के पश्चात् किया जायेगा।
- (ख) अन्य सभी दशाओं में, नियोजक के पूरे एक तिमाही के लिए नियोजक रहने के एक मास के भीतर किया जायेगा ;

8. **प्रोमियम की दर**.— संदेय कुल प्रोमियम आपात की समाप्ति के पश्चात् जबकि कुल दायित्व अभिनिश्चित कर लिया गया हो, सरकार द्वारा विनिश्चित किया जायगा। इस बीच में नियोजक इस प्रोमियम के प्रति कालिक अग्रिम संदायसरकार को संदत्त करने के लिए अपेक्षित होंगे और किसी तिमाही के दौरान संदेय अग्रिम प्रोमियम की रकम पूर्वतन तिमाही के मजदूरी बिल की ऐसी प्रतिशतता होगी जैसा कि केन्द्रीय सरकार द्वारा समय समय पर अधिमूचित की जाए।

31 मार्च 1972 को समाप्त होने वाली तिमाही के लिए अग्रिम प्रोमियम की दर 31 दिसम्बर, 1971 को समाप्त होने वाली तिमाही के बारे में मजदूरी बिल के प्रति 100 रुपए पर तीन पैसे नियत की गई है।

9. **“मजदूरी बिल” की परिभाषा**.—“मजदूरी बिल” की जिस पर कि प्रोमियम की रकम आधारित है, संगणना करने के लिए प्रयोजन के लिए, जो केवल सकल नकद मजदूरी कर लिया जाता है, जिसके अन्तर्गत सभी कर्मचारियों को अनिकालिक मजदूरी और भत्ते आते हैं और व्यष्टिक कर्मचारियों की रकम नकद मजदूरी और भत्तों का ऐसा सभी भाग जो 500 सौ रुपए प्रतिमास से अधिक है और लाभों पर संदत्त बोनस इसके अन्तर्गत नहीं आते हैं।

इस प्रकार संगणित मजदूरी बिल ही आवेदन प्रारूप में प्रविष्ट किया जाता चाहिए।

10. **‘ठेकेदार’ की परिभाषा**.—रूपया अधिनियम की धारा 10 देखिए यहां स्थिति कर्मकार प्रतिकर अधिनियम, 1923 के उपबन्धों के समान नहीं हैं अपितु ‘ठेकेदार’ उस कर्मकार के बारे में दायित्वाधीन है जिसकी सेवाएं अस्थायी रूप से हमारे को दी जाती हैं या भाड़े पर दी जाती हैं।

स्कीम के अधीन प्रधान और ठेकेदार के दायित्व निम्नलिखित रूप में हैं :—

ठेकेदार— (क) ठेकेदार वैसी रीति से आध्याताधीन होगा मानें कि वह अपने अधीन काम कर रहे कर्मकार का बीमा करने के लिए कोई अन्य नियोजक हो।

(ख) ठेकेदार, अपने द्वारा दी गई बीमा की पालिसी का संख्यांक और तारीख की प्रधान की जानकारी देने का उत्तरदायी होगा।

प्रधान :— प्रधान अपने काम कर रहे किन्हीं ठेकेदारों के विद्यमान होने की सरकारी अभिकर्ता को सूचना देने के लिए उत्तरदायी होगा। प्रधान, ठेकेदार द्वारा किए आवेदन में सम्मिलित अंकों की शुद्धता के लिए उत्तरदायी नहीं होगा।

11. **“तिमाही की परिभाषा**.—“तिमाही” से अप्रैल, जुलाई अक्टूबर और जनवरी के प्रथम दिन को प्रारम्भ होने वाली तीन मास को अवधि अभिप्रेत है।

“सुसंगत तिमाही” के लिए जिसके लिए कि मजदूरियां संगणित की जाती हैं और अग्रिम प्रोमियम की संगणना के लिए, रूपया खण्ड 8 देखिए।

प्रारूप ‘ख’

(खण्ड 4(6) देखिए)

वैयक्तिक क्षति (प्रतिकर बीमा) अधिनियम
1963

चालान सहित प्रथम आवेदन की प्राप्ति
की अभिस्वीकृति

पालिसी संख्या

बीमाकृत

प्राप्त आवेदन

संख्या

तारीख

नाम

कारबार का पता

खजाना

रिजर्व बैंक

व्यापार या कारबार

स्टेट बैंक

तारीख

सरकारी अभिकर्ता के प्राधिकृत
प्रतिनिधि के हस्ताक्षर

प्ररूप 'ग'

[खण्ड 8(8) देखिए]

वैयक्तिक क्षति (प्रतिकर बीमा) अधिनियम,
1963प्रथम आवेदन के पश्चात् संदेय अग्रिम
प्रोमियम के बारे में चालान की अभि-
स्वीकृति

पालिसी संख्या

रकम

बीमा कृत का नाम
कारबार का पता
व्यापार या कारबारखजाना
रिजर्व बैंक
स्टेट बैंक

तारीख

को समाप्त होने
वाली तिमाही के दौरान पालिसी के अधीन संदेय
प्रोमियम के प्रति अभिदाय पर उपरोक्तलिखित
चालान एतद्वशित नियोजक से प्राप्त हुआ।सरकारी अधिकर्ता के प्राधिकृत
प्रतिनिधि के हस्ताक्षर

प्ररूप 'घ'

[खण्ड 12(2) देखिए]

हुई क्षति के बारे में
वैयक्तिक क्षति (प्रतिकर बीमा) स्कीम, 1972 के खण्ड
12 के अधीन _____ रु० (_____ रु०) का अग्रिम
संदाय _____ के _____ से
प्राप्त किया।

टिकट सं० _____

विभाग _____

का कर्मचारी

अग्रिम धन के प्रतिफल स्वरूप, में एतद्वारा बचनबद्ध होता
है कि इस अग्रिम धन की रकम मृतक को/मुझे हुई पूर्वोक्त क्षति
के बारे में (या तो मुझे या मेरे संबंधियों को)* किए गये किसी
अधिनियम में से वैयक्तिक क्षति (प्रतिकर बीमा) स्कीम के उपबन्धों
के अधीन काट ली जाए।

तारीख _____

साक्षी _____ का

_____ के हस्ताक्षर या अंगूठे
का निशान

पता _____

केवल तब ही जब कि क्षत व्यक्ति द्वारा रसीद दी जाए।

प्ररूप 'ङ'

[खण्ड 12(3) देखिए]

अग्रिम संदायों के प्रतिदाय के लिए आवेदन

_____ (क्षेत्र) के दावा अधिकारी की
सेवा में

मैं _____

हम, मैसर्स _____ की फर्म

एतद्वारा घोषित करता हूँ/करते हैं कि मैंने/हमने _____

को जिसकी आयु, वर्णन और अन्य ब्योरे नीचे दिए गये हैं _____

_____ के _____, टिकट सं० _____

विभाग _____ को, जो मेरे/हमारे फर्म के अधीन

नियोजन में एक कर्मकार हैं, हुई क्षति के लिए अग्रिम संदाय के

_____ रु० की राशि

_____ रु० को संकलित राशि संदत्त की है। अग्रिम संदाय
_____ को किया गया था और रसीद की दूसरी
प्रति इससे संलग्न है।मैं/हम _____ ऊपर कथित रकम के
प्रतिदाय का दावा, मैसर्स _____ की फर्म
करता हूँ/करते हैं और आपसे प्रार्थना करते हैं कि आप डाकघर के

मुझे

_____ उक्त रकम का प्रतिसंदाय

हमें

पारित और आविष्ट करें।

नियोजक के हस्ताक्षर

आवेदन की तारीख

(उस व्यक्ति की विशिष्टियां जिसे अग्रिम धन संदत्त किया
गया)

नाम

मृतक में संबन्ध

कर्मकार की मृत्यु की दशा में,

पिता का नाम

आयु

निवास स्थान

वृत्ति

प्ररूप 'च'

[खण्ड 12(5) देखिए]

नियोजक की प्रतिदाय के लिए आदेश

_____ (क्षेत्र) के लिए दावा अधिकारी

दावा अधिकारी का नाम

नियोजक का नाम

पूरा पता

प्रतिदाय के लिए आवेदन की तारीख

प्रतिदाय की जाने वाली रकम

यह समाधान हो जाने पर कि ————— रु०
की राशि जो कि ————— के नियोजक —————

(नियोजक का नाम)

द्वारा वैयक्तिक क्षति (प्रतिकर बीमा) स्कीम के खण्ड 12 के उपखण्ड (i) के अनुसार ————— को किए गए अग्रिम संदाय की रकम है, उक्त नियोजक को शोध है, मैं निदेश देता हूँ कि उक्त राशि उसको डाक घर में वैयक्तिक क्षति प्रतिकर बीमा निधि में से उस आदेश के पेश करने पर संदत्त की जाएगी। पाने वाले को परिदत्त किया गया

दावा अधिकारी के हस्ताक्षर और तारीख

————— (पाने वाले का नाम और पता)

पाने वाले को अग्रप्रेषित किया गया।

प्रति — जिला पोस्टमास्टर/डाकघर को अग्रप्रेषित की गई।

प्ररूप 'छ'

[खंड 14(i) देखिए]

कर्मकार द्वारा प्रतिकर के लिए आवेदन

दावेदार का पूरा नाम (मोटे अक्षरों में)

पिता का नाम (विवाहित स्त्री की दशा में पति का)

आयु

वृत्ति

निवास स्थान

जन्म की तारीख

राष्ट्रिकता

जब क्षति हुई तब मजदूरी की मासिक दर कितने प्रतिकर की रकम के लिए दावा किया गया है और दावे का न्यायोचित्य नियोजक का नाम और उसका पूरा पता टिकट संख्यांक, यदि कोई हो, और विभाग जिसमें नियोजित है

नियोजक से प्राप्त अग्रिम धन की रकम

वह स्थान जहाँ क्षति हुई

क्षति की तारीख

क्षति का कारण, विस्तार के साथ

क्षति का ब्यौरा

यदि डिस्पेंसरी या अस्पताल में ले जाया गया तो किसमें और कब ?

यदि डिस्पेंसरी या अस्पताल से उन्मोचित हुआ तो कब ?

यदि परिचर्या निवास स्थान पर चिकित्सा व्यवसायी द्वारा की गई हो तो उस स्थान का ब्यौरा जहाँ चिकित्सा हुई और चिकित्सा व्यवसायी का नाम।

यदि क्षत व्यक्ति द्वारा कोई अस्थायी भत्ता और/या पेंशन ली जा रही या ली गई है, तो उसका ब्यौरा।

प्रतिकर का डाकघर में संदाय किया जाए :

प्रमाणित करता हूँ कि मैंने अपने को हुई वैयक्तिक क्षति के बारे में ऊपर दावाकृत से भिन्न कोई प्रतिकर, वैयक्तिक क्षति (प्रतिकर बीमा) स्कीम, 1965 या वैयक्तिक क्षति (प्रतिकर बीमा) स्कीम, 1972 के अधीन प्राप्त नहीं किया है।

प्रमाणित करता हूँ कि ऊपर दी गई जानकारी मेरे सर्वोत्तम ज्ञान और विश्वासानुसार सत्य है।

तारीख

(दावेदार के हस्ताक्षर, या यदि निरक्षर है, अंगूठे का निशान)

प्ररूप 'ज'

[खंड 14(2) देखिए]

पात्र सदस्य द्वारा प्रतिकर के लिए आवेदन

आवेदक का पूरा नाम (मोटे अक्षरों में)

पिता का नाम (विवाहित स्त्री की दशा में पति का नाम)

आयु

जन्म की तारीख

वृत्ति

निवास स्थान

राष्ट्रिकता

मृतक से नातेदारी

मृतक का पूरा नाम (मोटे अक्षरों में)

मृत्यु का स्थान

मृत्यु का कारण

मृतक के नियोजक का नाम

क्या मृतक सरकारी सेवक था और

यदि हाँ तो सरकार द्वारा मंजूर किए गए

उपदान, कुटुम्ब पेंशन, असाधारण

पेंशन, आदि की रकम कथित कीजिए।

टिकट संख्यांक, यदि कोई हो, और विभाग,

जिसमें वह नियोजित था

नियोजन का स्थान

जिम समय क्षति हुई थी या मृत्यु

घटित हुई उस समय कर्मकार की मजदूरी

की मासिक दर

क्या मृतक की परिचर्या मा० वि०

स्वयंसेवक, होमगार्ड, पुलिस या अन्य संग-

ठन द्वारा की गई, यदि की गई तो उसके

ब्यौरे

यदि मृतक का कोई चिकित्सीय उपचार

किया गया तो उसके ब्यौरे, वह स्थान

भी जहाँ उपचार हुआ

यदि मृतक किसी अस्पताल या डिस्पेंसरी

में मरा तो ब्यौरे दीजिए,

यदि नहीं, तो मृत्यु का कोई अन्य सबूत
दोजिए, उदाहरणार्थ शपथपत्र या
राजपत्रित अधिकारी, मजिस्ट्रेट या
पुलिस सब-इंस्पेक्टर का कोई प्रमाणपत्र।

यदि मृतक की मृत्यु के समय निम्नलिखित
में से उसके कोई नातेदार जीवित हैं
तो प्रत्येक का ब्योरा दोजिए* :—

विधवा या विधवाएं, धर्मज पुत्र, धर्मज
पुत्री (पुत्रियां), पिता, माता।

यह भी कथित करें कि क्या इनमें से कोई
तब से मर चुका है या किसी स्त्री नातेदार
ने विवाह या पुनर्विवाह कर लिया है।

जन्म की तारीख आयु सभी पाव नातेदारों
की दशा में

निवासस्थान यदि आवेदक से भिन्न
कहीं और ठहरे हैं
तो ब्योरे दोजिए

पुत्री की दशा में, क्या वह विवाहित है
बच्चों की दशा में, आवेदक से भिन्न संरक्षक,
यदि कोई हो।

यदि उक्त नातेदारों या आवेदक में एक कोई—

- (i) कोई अन्य पेंशन और/या भत्ता लोक निधियों से लेता
है, तो स्रोत और रकम के बारे में ब्योरे दोजिए।
- (ii) सरकार के अधीन कोई नियुक्ति धारित करता है, तो
ब्योरे और उपलब्धियों की दर दोजिए।

किए गए दावे को रकम और विशिष्टियां :—
डाकघर

प्रतिकर में संदेय बनाया जाए।

मैं प्रमाणित करता हूँ कि मैंने मृतक को हुई वैयक्तिक क्षति के
बारे में ऊपर दावाकृत से भिन्न कोई प्रतिकर वैयक्तिक क्षति (प्रति-
कर बोमा) स्कीम, 1965 या वैयक्तिक क्षति (प्रतिकर बोमा)
स्कीम, 1972 के अधीन प्राप्त नहीं किया है।

मैं प्रमाणित करता हूँ कि कथन में दी गई जानकारी मेरे
सर्वोत्तम ज्ञान और विश्वास के अनुसार सत्य है।

तारीख

(दावेदार के हस्ताक्षर या यदि निरक्षर
हैं तो अंगूठे का निशान)

प्रत्यक्ष

[खंड 14(3) देखिए]

नियोजकों और इस निमित्त प्राधिकृत अन्य व्यक्तियों द्वारा प्रतिकर
के लिए आवेदन

*यदि आवश्यक हो तो यह एक कागज पर देकर, हस्ताक्षर
कर के साथ संलग्न कर देंगे।

आवेदन का नाम (यदि नियोजक से भिन्न
है) और पूरा पता

नियोजक का नाम और पूरा पता

उस/उन व्यक्तियों के नाम जिसकी/जिनकी
ओर से आवेदन किया गया है।

उस कर्मकार का नाम जिसे अर्हक क्षति हुई
कर्मकार के पिता का नाम (विवाहित
स्त्रियों की दशा में, पति का)

टेकट संख्यांक, यदि कोई हो, और विभाग
जिगमें नियोजित था।

क्षति होने के समय कर्मकार की आयु

निवास स्थान

अर्हक क्षति का स्थान

अर्हक क्षति की तारीख और समय

अर्हक क्षति के परिणामस्वरूप मृत्यु हुई
या नहीं ?

यदि कर्मकार का कोई चिकित्सीय उपचार
किया गया या किया जा रहा हो तो
उसका ब्योरा उस स्थान सहित जहां
उपचार हुआ।

*यदि कर्मकार अस्पताल या डिस्पेंसरी में मरा तो उसका
ब्योरा दोजिए। यदि नहीं तो मृत्यु का कोई अन्य सबूत दोजिए,

उदाहरणार्थ, शपथपत्र या राजपत्रित

अधिकारी, मजिस्ट्रेट या पुलिस सब-इंस्पेक्टर द्वारा दिया गया
कोई प्रमाणपत्र दावाकृत प्रतिकर की रकम।

अग्रिम धन की रकम, यदि कोई हो, जो
पहले से ही कर्मकार या उसके आश्रितों
को संदत्त को जा चुकी है।

क्षति होने या मृत्यु घटित होने के समय
कर्मकार की मजदूरी की मासिक दर।

†अवधि जिसके दौरान कर्मकार नियोजित
था।

नियोजन की प्रकृति

वैयक्तिक क्षति (प्रतिकर बोमा) स्कीम,
1972 के खंड 5 के अधीन नियोजक
द्वारा ली गई पालिसी का संख्यांक और
तारीख।

**केवल कर्मकार की मृत्यु की दशाओं में भरा जाए।

†जब नियोजक द्वारा आवेदन किया जाए तब उसके द्वारा भरा
जाए।

मैं प्रमाणित करता हूँ कि मेरे सर्वोत्तम ज्ञान और विश्वास के अनुसार, इस क्षति के बारे में प्रतिकर के लिए, कोई अन्य आवेदन किसी व्यक्ति द्वारा नहीं किया गया है और यह कि मैं कर्मकार/कर्मकार के आश्रित(तों) की ओर से, उसकी/उनकी अभिव्यक्त सम्मति में, काम कर रहा हूँ।

डाकघर

प्रतिकर में संदेय बनाया जाए।

मैं यह भी प्रमाणित करता हूँ कि कथन में दी गई जानकारी मेरे सर्वोत्तम ज्ञान और विश्वास के अनुसार सत्य है।

तारीख

(नियोजक या आवेदन करने वाले व्यक्ति के हस्ताक्षर)

प्ररूप ज

[खंड 15 देखिए]

नियोजक द्वारा प्रमाणपत्र

में

हम, मैसर्स

एतद्वारा प्रमाणित करता हूँ/करते हैं :

(i) कि-----जिसकी आयु और वर्णन नीचे दिए गए हैं :—

(क) मेरे/हमारी फर्म के अधीन नियोजित में कर्मकार था, टिकट संख्यांक, (यदि कोई हो)-----और

----- विभाग

में नियोजित था,

(ख) अन्त में मेरे/फर्म के काम में था, और

(ग) यह कि अन्तिम मजदूरी फर्म में यथाप्रविष्टि उसकी मजदूरी—

-----र०

प्रतिमास की दर पर भी;

(ii) यह कि मैंने/हमने वैयक्तिक क्षति (प्रतिकर बीमा) स्कीम, 1965 के अधीन बीमा की पालिसी ली है और पालिसी का संख्यांक और तारीख ----- है;

(iii) कि उक्त कर्मकार को मेरे ----- द्वारा उक्त कर्मकार के आश्रितों हमारे ----- कोई भी अग्रिम संदाय नहीं किया गया है ----- र० का अग्रिम संदाय किया गया है ----- र० का संकलित अग्रिम

संदाय किया गया है।

यदि कर्मकार धारा 5 (पृष्ठ भाग में उद्धृत) के अधीन किसी प्रतिकर का हकदार है तो ब्यौरे दीजिए :—

कर्मकार की आयु
कर्मकार का वर्णन
क्षति की प्रकृति
तारीख

(नियोजक के हस्ताक्षर)

(पृष्ठ भाग में मुद्रित किया जाए)

वैयक्तिक क्षति (प्रतिकर बीमा) अधिनियम, 1963 की धारा 5 5 जहां कि किसी व्यक्ति को किसी ऐसी वैयक्तिक क्षति की बाबत, जिसकी बाबत प्रतिकर इस अधिनियम के अधीन संदेय है नियोजक से इस अधिनियम के और वैयक्तिक क्षति (आपात उपबन्ध) अधिनियम, 1962 के उपबंधों के अलावा प्रतिकर (चाहे वह उपदान, पेंशन या अनुकंपा संदाय के रूप में हो या अन्यथा) या नुकसानी प्राप्त करने का अधिकार हो, वहां उस अधिकार का विस्तार में प्रतिकर या नुकसानी के केवल उतने भाग तक होगा जितना इस अधिनियम के अधीन संदेय प्रतिकर की रकम में अधिक हो।

प्ररूप 'ट'

[खण्ड 17(1) देखिए]

वैयक्तिक क्षति प्रतिकर बीमा स्कीम के अधीन अधिनिर्णय

सहत्वपूर्ण—सरकारी सेवकों की दशा में, सिवाय स्कीम के खण्ड 10(2) के अनुसार, जिसका पाठ इस प्रकार है, कोई अधिनिर्णय नहीं किया जाएगा :—

(2) उपखण्ड (1) में अन्तर्विष्ट किसी बात के होते हुए भी, इस स्कीम के अधीन सरकारी सेवक को संदेय प्रतिकर की रकम अधिनियम की धारा 6 के अनुसार उस रकम के बराबर होगी जो प्रतिकर की वह रकम जो उपखण्ड (1) के अधीन संदेय होती, धन वैयक्तिक—क्षति (आपात उपबन्ध), अधिनियम, 1962 के अधीन इस स्कीम के खण्ड 9 में विनिर्दिष्ट संदायों के समुचित एक मुश्त मूल्य में से उस असाधारण पेंशन, उपदान, अनुकम्पा संदाय या नुकसानी का एक मुश्त मूल्य घटाने के बाद आए जो उसकी सेवा की शर्तों का विनियमन करने वाले नियमों के अधीन उसे संदेय है।

----- (क्षेत्र) ----- के दावा अधिकारी

दावा अधिकारी का नाम-----

अर्हक क्षतिग्रस्त/मृत व्यक्ति का नाम
ऐसे व्यक्ति के पिता का नाम (विवाहित स्त्री की दशा में, पति का)
क्षति/मृत्यु की तारीख और स्थान।

आयु
वृत्ति

निवास स्थान
राष्ट्रियता

किस के पक्ष में प्रतिकर है— (मोटे अक्षरों में)
 यदि ऐसा व्यक्ति अर्हक क्षतिग्रस्त व्यक्ति से भिन्न है तो उसके पिता
 का नाम (विवाहित स्त्री की दशा में पति का)
 ऐसे व्यक्ति का वर्णन

आयु निवास स्थान
 वृत्ति
 प्रतिकर की रकम
 रुपये की एक मुश्त राशि और इसके अतिरिक्त { प्रति { मास/तिमाही के लिए
 रुपये का संदाय

संरक्षक, यदि कोई है,
 वह अवधि जिसके लिए मासिक/तिमाही संदाय स्वीकृति है, प्रारम्भ
 होने की तारीख के साथ

प्रत्येक—को—को डाकघर
 पर संदेय

यह समाधान हो जाने पर कि—जिसकी क्षति
 के बारे में यह अधिनिर्णय दिया जाता है के नियोजक—
 द्वारा (नाम और पता), वैयक्तिक क्षति
 (प्रतिकर बीमा) स्कीम, 1972 के खण्ड 12 के उपखण्ड (1)

के अनुसार किए गए—र० की
 अग्रिम संदाय की रकम के अप्रतिसंदत्त अतिशेष की राशि उक्त
 नियोजक को शोध्य है, मैं निदेश देता हूँ कि उक्त राशि इस अधिनियम
 के अधीन संदेय राशियों में से निम्नलिखित रीति में काट ली जाए :

—र० की एक मुश्त राशि के संदाय
 से कटौती और इसके अतिरिक्त—र०
 प्रतिमास/तिमाही की—मासों '
 तिमाहियों के लिए कटौती।

दावा अधिकारी के हस्ताक्षर और तारीख
 पाने

वाले को अप्रेमित।

न्यायलय की मुद्रा

प्रति : (1) डाकपाल—
 (2) नियोजक—
 को पाने वाले के अंगूठे और
 अंगुलियों के निशानों के
 अनुप्रमाणित नमूनों और
 यदि साक्षर है तो
 हस्ताक्षर के साथ भेजी
 गई।

(3) उप महालेखापाल, डाक व तार—
 को भेजी गयी।

सारणी

(डाकपाल या अन्य प्राधिकृत अधिकारी द्वारा भरी जाए)

अवधि	अधिनिर्णय की रकम	पाने वाले के ह० या अंगूठे का निशान	डाकपाल या अन्य प्राधिकृत अधिकारी के हस्ताक्षर	कार्यालय की तारीख सहित मुद्रा	र० की अधिदाय की रकम, प्रति र० एक मुश्त र० की किस्तों में प्रत्येक संदाय से, नियोजक को विप्रेषित करने के लिए वसूल की जाए
1	2	3	4	5	6

प्ररूप—(ठ)

(खण्ड 23 देखिये)

छूट के लिए आवेदन

नियोजक का नाम

पूरा पता

जिस समुत्थान या समुत्थानों के बारे में छूट इम्प्लिट है उनकी विशिष्टियां

समुत्थान का नाम

*नियोजक कर्मचारियों की संख्या

औसत मासिक मजदूरी वित्त

वह अवधि जिसके लिए छूट इम्प्लिट है।

छूट मांगने के कारण।

प्रतिकर की रकम जिसे नियोजक ने कर्मचारियों को देन का वकन दिया है।

उस फर्म का नाम जिसके साथ दायित्व का बीमा किया गया है।

पालिसी का संख्यांक और तारीख

बीमा के अन्तर्गत आने वाली अवधि।

*केवल उन कर्मचारियों को ही सम्मिलित करना चाहिए जिन पर अधिनियम लागू होगा।

मैं घोषित करता हूं कि ऊपर दी गई जानकारी सत्य है।

तारीख—(नियोजक के हस्ताक्षर)

[सं० 19025/17/71-एफ०ए०सी०]

एस० ओ० 378 (अ).—वैयक्तिक क्षति (प्रतिकर बीमा) अधिनियम, 1963 (1963 का 37) की धारा 22 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार, एतद्वारा निम्नलिखित नियम बनाती है, अर्थात् :—

वैयक्तिक क्षति (प्रतिकर बीमा) नियम, 1972

1. संक्षिप्त नाम और विस्तार :—ये नियम वैयक्तिक क्षति (प्रतिकर बीमा) नियम, 1972 कहे जा सकेंगे।

2. परिभाषाएं.—इन नियमों में, जब तक कि संदर्भ से अन्यथा अपेक्षित न हों :—

(क) “अधिनियम” से वैयक्तिक क्षति (प्रतिकर बीमा) अधिनियम, 1963 (1963 का 37) अभिप्रेत है;

(ख) “स्कीम” से वैयक्तिक क्षति (प्रतिकर बीमा) स्कीम, 1972 अभिप्रेत है;

(ग) “प्ररूप” से इन नियमों से संलग्न प्ररूप अभिप्रेत है।

(घ) “तिमाही” से अप्रैल, जुलाई, अक्टूबर या जनवरी के प्रथम दिन को प्रारम्भ होने वाली तीन मास की कालावधि अभिप्रेत है।

3. मजदूरी बिल का अभिनिर्देशन :—नियोजक का मजदूरी बिल, उसके द्वारा नियोजित सभी कर्मचारियों की अतिकालित मजदूरी और भत्तों को सम्मिलित करके कुल नकद मजदूरी को संकलित करके संगणित किया जाएगा किन्तु इसके अन्तर्गत व्यष्टि कर्मचारियों की कुल नकद मजदूरी और भत्तों के वे सभी भाग सम्मिलित नहीं होंगे जो प्रति मास पांच सौ रुपए और लाभों पर संदत्त बीनम से अधिक है।

4. पालिसी का प्ररूप.—अधिनियम की धारा 8 की उपधारा (2) में विनिर्दिष्ट बीमे की हर पालिसी प्ररूप ‘भ’ में होगी।

5. तिमाही अग्रिम संवाय.—अधिनियम की धारा 8 की उपधारा (5) के खण्ड (ज) के प्रयोजन के लिए अवधि एक तिमाही होगी।

6. वह तारीख जिस तक पालिसी ली जानी है.—बीमा की पालिसी लेने के लिए आवेदन—

(क) यदि नियोजक 31 दिसम्बर, 1971 को समाप्त होने वाली पूर्ण तिमाही के लिए नियोजक रहा हो तब 10 जून, 1972 को या उसके पश्चात् ‘न’ कि 20 जुलाई, 1972 के पश्चात् किया जाएगा।

(ख) अन्य सभी दशाओं में, नियोजक के एक पूर्ण तिमाही के लिए नियोजक बन जाने के एक मास के भीतर किया जाएगा।

7. लेखाओं का प्ररूप और रीति.—निधि में प्राप्त और उसमें से संदत्त सभी राशियों का लेखा, प्ररूप (म) में तैयार किया जाएगा और प्रतिवर्ष राज पत्र में प्रकाशित किया जाएगा।

8. अपील की अवधि.—अधिनियम की धारा 15 की उपधारा (3) के अधीन अपील उस धारा की उपधारा (1) के अधीन किए गए अवधारण के नब्बे दिनों के भीतर की जाएगी।

9. वसूली.—दावा अधिकारी, किसी नियोजक द्वारा व्यतिक्रम होने पर, नियोजक द्वारा संदेय किसी रकम को भू-राजस्व के बकाया रूप में वसूल कर सकेगा और इस प्रयोजन के लिए दावा अधिकारी को राजस्व वसूली अधिनियम, 1890 (1890 का 1) की धारा 5 के अर्थ में लोक अधिकारी समझा जाएगा।

प्ररूप ‘भ’

(नियम 4 देखिए)

भारत सरकार

वैयक्तिक (प्रतिकर बीमा) स्कीम, 1972

पालिसी सं०

वैयक्तिक क्षति (प्रतिकर बीमा) अधिनियम, 1963 के अधीन

बीमा योग्य दायित्वों के प्रति बीमा की पालिसी

यह पालिसी और इसका वह विनिर्देशन (जो इस पालिसी का अभिन्न भाग है) एक साथ संविदा के रूप में पढ़े जाएंगे और

उन शब्दों और अभिव्यक्तियों का जिनका निर्देश में विनिर्दिष्ट अर्थ लगाया गया है, जहाँ कहीं भी वे आयें, वही अर्थ होगा।

विनिर्देश

राष्ट्रपति	भारत का राष्ट्रपति
सरकारी अभिकर्ता	-----
बीमाकृत का नाम	-----
कारखाने का पता	-----
खातापार या कारखाने
परिसर, या स्थापनों के, जहाँ अधिनियम की परिधि में आने वाले कर्मचारी प्रसामान्यता कार्य करते हैं, नाम और पते
बीमा के आरम्भ की तारीख
प्रीमियम के प्रति अभिदाय रु० जो
खजाना	} में के
भारतीय रिजर्व बैंक	
भारतीय स्टेट बैंक	

दिन को संदत्त किया गया।

यतः बीमाकृत ने सरकारी अभिकर्ता को बीमा के लिए एक हस्ताक्षरित आवेदन अर्पित किया है, जिस आवेदन के बारे में बीमाकृत सहमत हो गया है कि वह इस पालिसी का आधार होगा और उसने ऊपर दिया प्रीमियम का अधिदाय संदत्त कर दिया है, और,

यतः बीमाकृत सहमत हो गया है कि सभी घोषणाएं भी जो वह, इसके पश्चात् समय-समय पर इस पालिसी के सम्बन्ध में करे इस पालिसी का आधार होंगी।

अब, यह पालिसी इसकी साक्षी है कि पूर्वकथित के प्रतिफल स्वरूप इस शर्त पर कि राष्ट्रपति को अभिग्राम प्रीमियमों को वे उत्तरवर्ती किश्तें जो कि वैयक्तिक क्षति (प्रतिकर बीमा) स्कीम, 1972 के खण्ड 8 के उपखण्ड (2) के अधीन निकाली गई अधिसूचनाओं के अनुसार बीमाकृत द्वारा संदत्त करने के लिए अपेक्षित हो और इस शर्त पर कि वर्तमान आपात अवधि के पश्चात्, राष्ट्रपति को, ऐसे समय के भीतर और एक मुश्त राशि में या ऐसी किश्तों में जो कि अधिसूचित की जाएं, उस प्रीमियम का अन्तिम समायोजन संदत्त किया जाएगा जो कि वैयक्तिक क्षति (प्रतिकर बीमा) अधिनियम, 1963 के अधीन अधिसूचना के अनुसार अपेक्षित हो। राष्ट्रपति (वैयक्तिक क्षति प्रतिकर बीमा) अधिनियम, 1963 में और तद्वर्ती बनाई स्कीम और नियमों में अन्तर्विष्ट उपबंधों के अधीन, जो उपबंध, जहाँ तक उ की प्रकृति उन्हें क्रमशः अनुमान, करे, एतद्वीन बीमाकृत द्वारा वसूली के अधिकार की पुरोभाव्य शर्त समझे जाएंगे सहमत हैं कि यदि वर्तमान आपात के दौरान किसी ऐसे कर्मचारी को जिसे उक्त अधिनियम लागू होता है ऐसे वैयक्तिक क्षति होती है जिसके लिए उक्त अधिनियम के अधीन बीमाकृत प्रतिकर संदाय करने के दायित्वाधीन है तब राष्ट्रपति बीमाकृत को उन सभी राशियों के प्रति क्षतिपूर्ति करेगा जिनके लिए कि बीमाकृत ऐसे दायित्वाधीन होता।

और एतद्वारा यह घोषित किया जाता है कि यह पालिसी इसके पीछे मुद्रित शर्तों और विशेष अधिकारों के अधीन होगी।

जिसके साक्ष्यस्वरूप में, जो इस निमित्त सम्बन्धितः प्राधिकृत हैं; राष्ट्रपति के लिए और उनकी ओर से अपने हस्ताक्षर करता हूँ।

राष्ट्रपति के लिए और उसकी ओर से हस्ताक्षरित, 19 का
-----दिन।

शर्त

1. इस पालिसी के अधीन दी जाने वाली या की जाने वाली हर सूचना या संसूचना सरकारी अभिकर्ता को लिखित रूप में परिदत्त की जाएगी।

2. इस पालिसी के निबन्धनों और शर्तों का अनुपालन और पूर्ति जहाँ तक कि वे बीमाकृत द्वारा की जाने वाली या नहीं की जाने वाली किसी बात से सम्बन्धित है और आवेदन प्ररूप में के और पालिसी के सम्बन्ध में सभी घोषणाओं के कथनों और उत्तरों की सत्यता इस पालिसी के अधीन किसी संदाय को करने के राष्ट्रपति के किसी दायित्व की पुरोभाव्य शर्तें होंगी।

3. बीमाकृत किसी घटना के किसी फलस्वरूप अधिनियम के अधीन प्रतिकर के संदाय का दावा किया जाए, घटित होने पर सरकारी अभिकर्ता को घटना का व्यौरा, जिसके अन्तर्गत, यथास्थिति किसी क्षत या मत का नाम और ऐसे कर्मकार के पिता का नाम भी है, तत्काल भेजेगा।

4. यदि दावा किसी रूप में कष्टपूर्ण है या यदि बीमाकृत या उसकी ओर से कार्य कर रहे किसी व्यक्ति द्वारा इस पालिसी के अधीन फायदा अभिप्राप्त करने के लिए किसी कष्टपूर्ण साधन या युक्ति का प्रयोग किया जाता है या यदि बीमाकृत के किसी कर्मचारी को कोई क्षति बीमाकृत के जानबूझकर काय करने या उनकी मौनानुकूलता से पहुँचती है तो पालिसी के अधीन सभी फायदे ममबहूत कर लिए जाएंगे।

परन्तु पालिसी के अधीन फायदे तब समग्रहत् नहीं किये जाएंगे चाहे कर्मचारी को क्षति जानबूझकर किए गए कार्य और बीमाकृत की मौनानुकूलता के अनुक्रम में ही क्यों न हुई हो, जब कि जानबूझ कर किया गया कार्य उचित प्राधिकारी के आदेशों के अधीन किया गया है या जब कि बीमाकृत, उचित प्राधिकारी के आदेशों के अधीन कतिपय उपायों को करने के लिए अनुज्ञात करता है और यदि कोई प्रश्न उदभूत होता है कि क्या कोई ऊपर वर्णित प्रकार का कार्य उचित प्राधिकार के अधीन किया गया है तो केन्द्रीय सरकार मामले को विनिश्चित करेगी और विनिश्चय अन्तिम होगा और बीमाकृत पर पूणतः आबद्धकार होगा।

5. वैयक्तिक क्षति (प्रतिकर बीमा) अधिनियम, 1963 (1963 का 37) के द्वारा या अधीन यथा उपबन्धित के सिवाय पालिसी के बारे में प्रीमियम वन कोई प्रतिमंदाय अनुज्ञात नहीं किया जाएगा।

6. हित के अन्तरण की दशा में, यह पालिसी समनुदिष्ट की जा सकेगी किन्तु ऐसा समनुवेशन तब तक प्रभावी नहीं होगी जब तक समनुदेशन की सूचना राष्ट्रपति को न दे दी गई हो।

7. बीमाकृत हर समय अपने कर्मचारियों के क्षेत्र के लिए समयक पूर्णाव धानियां बरतेगा यदि बीमाकृत अपने कर्मचारियों के क्षेत्र के लिए केन्द्रीय सरकार के प्राधिकार के अधीन दिए या निकाले गए किन्हीं विनियमों या अनुदेशों के अनुपालन में असफल रहेगी तो पालिसी के अधीन सभी कायदे समयहुत कर लिए जाएंगे।

8. यदि पालिसी द्वारा प्रभावी किए गए बीमों के अपने आवेदन में और उत्तरवर्ती घोषणाओं में, बीमाकृत ने साक्ष्य कोई भारबान अपकथन अपने कर्मचारियों की संख्या और उनकी मजदूरी और भत्तों के बारे में किया है तो पालिसी के अधीन सभी फायदे समयहुत कर लिए जाएंगे।

9. हर कर्मचारी का नाम उसकी मजदूरी, बेतन और अन्य उपाजनों की रकम के साथ उचित रूप में अभिलिखित होगा और बीमाकृत हर समय राष्ट्रपति के या सरकारी अभिकृता के प्राधिकृत प्रतिनिधि को ऐसे अभिलेखों का निरीक्षण करने के लिए अनुज्ञान करेगा।

10. यदि वर्तमान आपात के अवसान की तारीख के पूर्व किसी समय नियोजक वह नियोजक नहीं रहता है जिसे कि अधिनियम लागू होता है तब उसमें अग्रिम प्रीमियमों की किन्हीं किस्तों को जो तत्पश्चात् अधिसूचित की जाए, संदाय करने की अपेक्षा नहीं की जाएगी किन्तु उस तारीख तक जिसको वह नियोजक नहीं रहता है, अन्तिम समायोजन प्रीमियम, राष्ट्रपति द्वारा अपेक्षित रीति में और तारीख को (जो उस तारीख से दो मास से पूर्वतर नहीं होंगी) संदेय होगा और पालिसी, उस तारीख के पश्चात् जिसको कि वह, ऐसा नियोजक नहीं रहता है जिसको अधिनियम लागू होता है, नियोजक के किसी कर्मचारी को हुई किसी व्यक्तिव क्षति के बारे में प्रभावशील नहीं रहेगी।

परन्तु यदि नियोजक उस तारीख के एक मास के भीतर ऐसा आवेदन करता है यदि राष्ट्रपति सहमत हो जाते हैं तो पालिसी ऐसे अन्य व्यक्ति के नाम (जो नियोजक है जिसे अधिनियम के उपबंध लागू होते हैं) जिसके अधीन बीमाकृत के बहुसंख्यक कर्मचारी अन्तरित किए गए हैं, अन्तरित की जा सकेगी। यदि ऐसे अन्तरण की सहमती हो जाती है तो शर्त 6 के उपबंध लागू होंगे।

प्ररूप "म"

19. को समाप्त होने वाले वर्ष के दौरान वैयक्तिक क्षति (प्रतिकर बीमा) निधि में प्राप्त और उसमें संदत राशियों का लेखा।

प्राप्तियां			व्यय		
रकम			रकम		
..... के अन्त तक की प्राप्तियों की प्रगति		 के अन्त तक व्यय की प्रगति		
1	2	3	4	5	
1. प्रीमियमों के अग्रिम	रु० पै०	रु० पै०	1. वैयक्तिक क्षति (प्रतिकर बीमा) स्कीम के अधीन प्रतिकर	रु० पै०	रु० पै०
2. धारा 12 (3) के अधीन साधारण राजस्व में से अग्रिम अधिदाय।			2. सरकारी अधिकर्ता का पारिश्रमिक और व्यय तथा प्ररूपों की कीमत।		
3. प्रकीर्ण प्राप्तियां			3. राज्यों में और केन्द्रीय सरकार के मुख्यालयों में काम करने के लिए नियोजित कर्मचारीवृन्द के व्यय।		
			4. संघपरीक्षा और लेखा प्रबन्धों को पूरा करने के लिए नियोजित अतिरिक्त कर्मचारीवृन्द के व्यय।		
			5. वैयक्तिक क्षति (प्रतिकर बीमा) स्कीम के खण्ड 12 के अधीन किए गए अधिदायों के प्रतिसंदाय।		
			6. प्रकीर्ण व्यय (यदि आवश्यक हो तो व्यौरे दर्शित करते हुए।		

[मं० एस० 19025/17/71-एफ० ए० सी०]

के० डी० हजेला, उप सचिव।

CABINET SECRETARIAT

(Department of Personnel)

New Delhi, the 23rd June 1972

S.O. 2335.—In exercise of the powers conferred by the proviso to article 309 and clause (5) of article 148 of the Constitution and after consultation with the Comptroller and Auditor General in relation to persons serving in the Indian Audit and Accounts Department, the President hereby makes the following rules further to amend the Central Civil Services (Temporary Service) Rules, 1965, namely:—

1. (1) These rules may be called the Central Civil Services (Temporary Service) Amendment Rules, 1972.

(2) They shall be deemed to have come into force on 1st day of May, 1965.

2. In the Central Civil Services (Temporary Service) Rules, 1965, in the proviso to sub-rule (1) of Rule 5 for the words "by payment to him of", the words "and on such termination, the Government servant shall be entitled to claim" shall be substituted.

[No. 4/2/72-Ests.(C).]

P. S. VENKATESWARAN, Under Secy.

मंत्रिपंडल सचिवालय

(कार्मिक विभाग)

नई दिल्ली, 23 जून 1972

एस० आ० 2335.—संविधान के अनुच्छेद 309 के परन्तुक और अनुच्छेद 148 के खण्ड (5) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए और भारतीय लेखापरीक्षा तथा लेखा विभाग में सेवा करने वाले व्यक्तियों के संबंध में नियंत्रक और महा-लेखा परीक्षक से परामर्श के पश्चात् राष्ट्रपति, केन्द्रीय सिविल सेवा (अस्थायी सेवा) नियम, 1965 में और संशोधन करने के लिए एतद्वारा निम्नलिखित नियम बनाते हैं, अर्थात् :—

1. (1) इन नियमों का नाम केन्द्रीय सिविल सेवा (अस्थायी सेवा) संशोधन नियम, 1972 होगा।

(2) ये नियम मई, 1965 के प्रथम दिन से प्रवृत्त हुए समझे जाएंगे।

2. केन्द्रीय सिविल सेवा (अस्थायी सेवा) नियम, 1965 में, नियम 5 के उपनियम (1) के परन्तुक के स्थान पर निम्नलिखित परन्तुक प्रतिस्थापित किया जाएगा, अर्थात्:—

"परन्तु ऐसे किसी सरकारी सेवक की सेवा तुरन्त समाप्त की जा सकेगी और ऐसी समाप्ति पर, ऐसा सरकारी सेवक, यथास्थिति सूचना की अवधि के लिए या उस अवधि के लिए जितनी की ऐसी सूचना एक मास से कम पड़ जाती है उन्हीं दरों से अपने वेतन और भत्तों की रकम के बराबर राशि का दावा करने का हकदार होगा जिन दरों से वह अपनी सेवा की समाप्ति के ठीक पूर्व उन्हीं ले रहा था।

[सं० 4/2/72-स्थापना (ग)]

पी०एम० वेंकटेश्वरन, अवर सचिव।

DEPARTMENT OF COMPANY AFFAIRS

New Delhi, the 10th August 1972

S.O. 2336.—In pursuance of sub-section (3) of Section 26 of the Monopolies and Restrictive Trade Practices Act, 1969 (54 of 1969), the Central Government hereby notifies the conciliation of the registration of Burroughs Wellcome & Co. (India) Private Limited, under the said Act (Certificate of Registration No. 104/1970 dated the 21st October, 1970).

[No. 22/11/71-M-II.]

S. BALARAMAN, Under Secy.

कम्पनी कार्य विभाग

नई दिल्ली, 10 अगस्त, 1972

का० आ० 2336.—एकाधिकार एवं निर्वन्धनकारी व्यापार प्रथा अधिनियम, 1969 (1969 का 54) की धारा 26 को उप-धारा (3) के अनुसरण में केन्द्रीय सरकार एतद्वारा बुर्रफ्त बेचकम एण्ड कम्पनी (इण्डिया) प्राइवेट लिमिटेड के उक्त अधिनियम के अन्तर्गत पंजीकरण (पंजीकरण प्रमाण-पत्र संख्या 104/1970 दिनांक 21 अक्टूबर, 1970 के विलोपन को अधिसूचित करती है।

[सं० 22/11/71-एम-2]

एस० बालारमन, अवर सचिव।

MINISTRY OF FOREIGN TRADE

New Delhi, the 19th August 1972

S.O. 2337.—Whereas in exercise of the powers conferred by section 6 of the Export (Quality Control and Inspection) Act, 1963 (22 of 1963), the Central Government is of opinion that it is necessary and expedient so to do for the development of the export trade in India, that the articles and jewellery made of gold should be subject to quality control and inspection prior to export;

And whereas the Central Government has formulated the proposals specified below for the said purpose and has forwarded the same to the Export Inspection Council, as required by sub-rule (2) of rule 11 of the Export (Quality Control and Inspection) Rules, 1964;

Now, therefore, in pursuance of the said sub-rule, the Central Government hereby publishes the said proposals for the information of the public likely to be affected thereby.

2. Notice is hereby given that any person desiring to forward any objection or suggestions with respect to the said proposals may forward the same within thirty days of the date of publication of this notification to the Export Inspection Council, 'World Trade Centre' 14/1B, Ezra Street (7th floor), Calcutta-1.

Proposals

(1) To notify that articles and jewellery made of gold shall be subject to quality control and inspection (Assay) prior to export.

(2) To recognise the specifications as specified in Annexure-I to this notification as the standard specifications for the articles and jewellery made of gold.

(3) To specify the type of assay in accordance with the draft Export of Articles and Jewellery of Gold

(Inspection) Rules, 1972, as set out in the Annexure-II to this notification as the type of inspection which shall be applied to such articles and jewellery made of gold prior to export;

(4) To prohibit the export, in the course of international trade of articles and jewellery made of gold, unless a mark recognised by the Central Government has been embossed on each of the pieces of articles and jewellery made of gold.

3. Nothing in this notification shall apply to the export by sea, land or air of samples of jewellery and articles made of gold not exceeding rupees one hundred and twenty five in value to the prospective buyers

4. In this notification "articles and jewellery made of gold" shall mean all types of jewellery or ornaments set with precious stones like diamond, pearls, or other stones and also unset jewellery and the articles made of gold of various finenesses.

ANNEXURE-I

Specifications for Articles and Jewellery made of gold.

The fineness of the gold to be used in the articles and jewellery shall have any one of the following fineness:

1. 22 carat Gold	916 fineness minimum.
2. 18 carat gold	750 fineness minimum.
3. 14 carat gold	583 fineness minimum.
4. 12 carat gold	500 fineness minimum.
5. 9 carat gold	375 fineness minimum.

ANNEXURE II

Draft rules proposed to be made under section 17 of the Export (Quality Control and Inspection) Act, 1963 (22 of 1963),

1. **Short title and commencement.**—(1) These rules may be called the Export of Articles and Jewellery of Gold (Inspection) Rules, 1972.

(2) They shall come into force on the—

2. **Definitions.**—In these rules, unless the context otherwise requires.

(a) "Act" means the Export (Quality Control and Inspection) Act, 1963 (22 of 1963).

(b) "Agency" means any one of the Export Inspection Agencies established at Bombay and Delhi under section 7 of the Act, for this purpose.

(c) "articles and jewellery made of gold" means all types of jewellery or ornaments set with precious stones like diamond, pearls or other stones and also unset jewellery and the articles made of gold of various fineness.

(d) "consignment" means all pieces of articles and jewellery having the same fineness of gold.

(e) "Council" means the Export Inspection Council established under section 3 of the Act.

3. **Basis of Inspection.**—Inspection of articles and jewellery made of gold shall be carried out with a view to ensure that they conform to the standard specifications as recognised by the Central Government under section 6 of the Act.

4. **Registration.**—An exporter intending to export articles and jewellery made of gold shall register his name with the nearest office of the Agency as per the proforma prescribed by the Export Inspection Council. The Agency shall communicate the Registration Number (Code No.) assigned to the exporter.

5. **Procedure of Inspection (Assay).**—(1). (a) An exporter intending to export a consignment comprising pieces of articles and jewellery made of gold shall give an intimation in writing of his intention so to do to the nearest office of the Agency to enable them to carry out the assay in accordance with rule 3.

(b) While submitting the intimation the exporter shall also submit all the pieces of articles and jewellery to the office of the Agency. The exporters shall submit the individual pieces in an unpolished and unfinished form without gems, diamonds or other stones.

(2) (a) Every intimation and declaration together with the articles shall be submitted to the Agency not less than two days before the date when the exporter requires the articles back.

(b) A copy of the intimation shall simultaneously be endorsed to the nearest office of the Export Inspection Council.

(3) On receipt of the intimation under sub-rule (2), the Agency shall verify the individual pieces and shall make necessary arrangement for chiselling or filing or both. The chiselling or filing shall be done by the Agency in the presence of the exporter. After drawing samples from each of the piece the Agency shall return the articles to the exporter and obtain receipt thereof.

(4) After chiselling and filing of the individual pieces, the Agency shall make necessary arrangements for assaying gold in accordance with rule 3 and instructions, if any issued by the Export Inspection Council in this regard.

(5) (a) After two days of the return of the articles, the exporters shall contact the Agency for marking of the pieces. If after assaying, the Agency is satisfied that the goods conform to the specifications recognised by the Central Government under Section 6 of the Act, the Agency shall request the exporter to bring all the pieces for the purpose of marking.

(b) On being satisfied that the pieces conform to the fineness declared by the exporter and also in accordance with the standard specifications recognised by the Central Government under section 6 of the Act, the Agency shall mark each of the pieces with necessary marking as per the instructions issued by the Council in this regard.

(c) The Agency shall thereafter return all the pieces duly marked to the exporter. While returning the pieces the Agency shall also return the balance of gold if any recovered from the analysis.

(d) The exporter shall thereafter finish the articles and solder the jewellery wherever necessary. For soldering, if required, the solders shall be of the same fineness as that of the article.

(e) In case the articles do not conform to the fineness in accordance with the standard specifications recognised by the Central Government the Agency shall communicate its refusal to mark the pieces within four days of the submission of the intimation.

6. **Place of Assay.**—Every inspection (assay) under these rules shall be carried out at the premises of the Export Inspection Agency.

7. **Fee for Assay.**—A fee @ 2 per cent of the C.I.F. value subject to a minimum of Rs. 25 shall be charged as fees for assay by the Agency for each consignment.

8. (1) Any person aggrieved by the refusal of the Agency to mark under clause (e) of sub-rule (5) of rule 5, may within ten days of the receipt of the communication of such refusal by him may prefer an

appeal to the Panel of Experts consisting of not less than three persons appointed by the Central Government.

(2) The quorum of the Panel shall be three.

(3) The decision of the said panel on such appeal shall be final.

[No. 6(8)/72-EI&EP.]

M. K. B. BHATNAGAR,

Dy. Director (Export Promotion).

विदेश व्यापार संशालय

नई दिल्ली, 19 अगस्त, 1972

का० आ० 2337.—यतः निर्यात (क्वालिटी नियन्त्रण और निरीक्षण) अधिनियम, 1963 (1963 का 22) की धारा 6 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार की यह राय है कि भारत के निर्यात व्यापार के विकास के लिए ऐसा करना आवश्यक और समीचीन है कि सोने से बनी हुई वस्तुएं और ज्वेलरी, निर्यात के पूर्व क्वालिटी नियन्त्रण के अधीन की जाएं ;

और यतः केन्द्रीय सरकार ने नीचे विनिर्दिष्ट प्रस्ताव उक्त प्रयोजन के लिए बनाए हैं और उन्हें निर्यात (क्वालिटी नियन्त्रण और निरीक्षण), नियम, 1964 के नियम II के उपनियम (2) द्वारा यथाअपेक्षित निर्यात निरीक्षण परिषद् को भेजा है ;

अतः अब उक्त उपनियम के अनुसरण में, केन्द्रीय सरकार, उक्त प्रस्तावों को उनसे संभावितः प्रभावित होने वाले जन साधारण की जानकारी के लिए एतद्द्वारा प्रकाशित करती है ।

2. एतद्द्वारा सूचना दी जाती है कि उक्त प्रस्तावों के बारे में किसी आक्षेप या सुझाव को भेजने की वांछा करने वाला कोई व्यक्ति, उसे, इस अधिसूचना के प्रकाशन की तारीख से 30 दिन के भीतर, निर्यात निरीक्षण परिषद् "वर्ल्ड ट्रेड सेंटर" 14/1 बी० इजरा स्ट्रीट, (7वीं मंजिल), कलकत्ता-1 को भेज सकेगा ।

प्रस्ताव

(1) यह अधिसूचित करना कि सोने से बनी हुई वस्तुएं और ज्वेलरी निर्यात के पूर्व क्वालिटी नियन्त्रण और निरीक्षण (परख) के अधीन होगी ।

(2) इस अधिसूचना के उपाबन्ध-1 में यथा विनिर्दिष्ट विनिर्देशों को, सोने से बनी हुई वस्तुओं और ज्वेलरी के मानक विनिर्देशों के रूप में मान्यता देना ।

(3) सोने की वस्तुओं और ज्वेलरी का निर्यात (निरीक्षण) नियम, 1972 के प्रारूप के अनुसार परख के उस प्रकार को जो इस अधिसूचना के उपाबन्ध II में दिया गया है, ऐसे निरीक्षण के प्रकार के रूप में विनिर्दिष्ट करना, जो निर्यात के पूर्व सोने से बनी हुई ऐसी वस्तुओं और ज्वेलरी को लागू किया जाएगा ;

(4) सोने से बनी हुई वस्तुओं और ज्वेलरी के अन्तर्राष्ट्रीय व्यापार के अनुक्रम में निर्यात को तब तक प्रतिषिद्ध करना, जब तक केन्द्रीय सरकार द्वारा मान्यताप्राप्त चिन्ह, सोने से बनी हुई वस्तुओं और ज्वेलरी के नगों में से प्रत्येक नग पर समुद्भूत न किया गया हो

3. इस अधिसूचना की कोई भी बात सोने से बनी हुई ज्वेलरी और वस्तुओं के भविष्यलक्षी श्रेताओं को समुद्र-मार्ग द्वारा, भूमि-मार्ग द्वारा, वायु-मार्ग द्वारा, 125 रुपये से अधिक मूल्य के नमूनों के निर्यात को लागू नहीं होगी ।

4. इस अधिसूचना में "सोने से बनी हुई वस्तुएं और ज्वेलरी" से विभिन्न शुद्धता के सोने से बनी हुई, बहुमूल्य रत्नों, जैसे हीरा मोती या अन्य रत्नों से जड़ी हुई सभी प्रकार की ज्वेलरी या आभूषण और न जड़ी हुई ज्वेलरी और वस्तुएं भी अभिप्रेत हैं ।

उपाबन्ध I

सोने से बनी हुई वस्तुओं और ज्वेलरी के लिए विनिर्देश ।

वस्तुओं और ज्वेलरी में प्रयुक्त सोने की शुद्धता निम्नलिखित शुद्धताओं में से किसी एक प्रकार की होगी :—

- | | |
|-----------------|----------------------|
| 1. 22 कैरट सोना | कम से कम 916 शुद्धता |
| 2. 18 कैरट सोना | कम से कम 750 शुद्धता |
| 3. 14 कैरट सोना | कम से कम 583 शुद्धता |
| 4. 12 कैरट सोना | कम से कम 500 शुद्धता |
| 5. 9 कैरट सोना | कम से कम 375 शुद्धता |

उपाबन्ध-II

निर्यात (क्वालिटी नियन्त्रण और निरीक्षण) अधिनियम, 1963 (1963 का 22) की धारा 17 के अधीन किए जाने वाले प्रस्तावित नियमों का प्रारूप ।

1. संक्षिप्त नाम और प्रारम्भ—(1) इन नियमों का नाम सोने की वस्तुओं और ज्वेलरी का निर्यात (निरीक्षण) नियम, 1972 होगा ।

(2) ये को प्रवृत्त होंगे ।

2. परिभाषाएं—इन नियमों में, जब तक संदर्भ से अन्यथा अपेक्षित न

(क) "अधिनियम" से निर्यात (क्वालिटी नियन्त्रण और निरीक्षण) अधिनियम, 1963 (1963 का 22) अभिप्रेत है ।

(ख) "अभिकरण" से अधिनियम की धारा 7 के अधीन, इस प्रयोजना के लिए, मुम्बई और दिल्ली में स्थापित निर्यात निरीक्षण अभिकरणों में से कोई एक अभिकरण अभिप्रेत है ।

(ग) "सोने से बनी हुई वस्तुएं और ज्वेलरी" से विभिन्न शुद्धता के सोने से बनी हुई, बहुमूल्य रत्नों से जड़ी हुई सभी प्रकार की ज्वेलरी या आभूषण और न जड़ी हुई ज्वेलरी और वस्तुएं भी अभिप्रेत हैं ।

(घ) "परेषण" से, जिनकी सोने की एक ही शुद्धता है ऐसी वस्तुओं और ज्वेलरी के सभी नग अभिप्रेत हैं ।

(ङ) "परिषद्" से अधिनियम की धारा 3 के अधीन स्थापित निर्यात निरीक्षण परिषद् अभिप्रेत है ।

3. निरीक्षण का आधार—सोने से बनी हुई वस्तुओं और ज्वेलरी का निरीक्षण, यह सुनिश्चित करने के लिए इस दृष्टि में कार्यान्वित किया जाएगा कि वे अधिनियम की धारा 6 के अधीन, केन्द्रीय सरकार द्वारा, यथा मान्यता प्राप्त मानक विनिर्देशों के अनुरूप हैं।

4. रजिस्ट्रीकरण—सोने से बनी हुई वस्तुओं और ज्वेलरी का निर्यात करने का आशय रखने वाला कोई निर्यातकर्ता, अपना नाम अभिकरण के निकटतम कार्यालय में निर्यात निरीक्षण परिषद् द्वारा विहित प्रोफार्मा के अनुसार रजिस्टर करेगा। अभिकरण, निर्यातकर्ता को दिया गया रजिस्ट्रीकरण नम्बर (कोड नम्बर) संसूचित करेगा।

5. निरीक्षण की प्रक्रिया (परख)—(1) (क) सोने से बनी हुई वस्तुओं और ज्वेलरी के नगों को अन्तर्विष्ट करने वाले किसी परेक्षण का निर्यात करने का आशय रखने वाला कोई निर्यातकर्ता अभिकरण के निकटतम कार्यालय को ऐसा करने के अपने आशय की, लिखित में, नियम 3 के अनुसार परख कार्यान्वित करने के लिए उन्हें सक्षम बनाने के लिए, सूचना देगा।

(ख) सूचना प्रस्तुत करते समय, निर्यातकर्ता अभिकरण के कार्यालय को वस्तुओं और ज्वेलरी के सभी नगों को भी प्रस्तुत करेगा। निर्यातकर्ता एकल नगों को बिना पालिश और अधूरे रूप में, मणियों, हीरों या अन्य रत्नों के सिवाय प्रस्तुत करेगा।

(2) (क) वस्तुओं के साथ प्रत्येक सूचना और घोषणा, अभिकरण को जब निर्यातकर्ता वस्तुओं की वापसी की अपेक्षा करता है तब उसकी तारीख से 2 दिन से अन्यून्य प्रस्तुत की जाएगी।

(ख) सूचना की एक प्रति साथ-साथ निर्यात निरीक्षण परिषद् के निकटतम कार्यालय को पृष्ठांकित की जाएगी।

(3) उपनियम (2) के अधीन सूचना की प्राप्ति पर, अभिकरण प्रत्येक नग की जांच करेगा और टंकन/या रेतन या दोनों के लिए आवश्यक प्रबन्ध करेगा। टंकन/या रेतन अभिकरण में निर्यातकर्ता की उपस्थिति में किया जायगा। प्रत्येक नग से नमूनों को निकालने के पश्चात्, अभिकरण निर्यातकर्ता को वस्तुएं वापस करेगा और उसके लिए रसीद प्राप्त करेगा।

(4) प्रत्येक नग के टंकन/और रेतन के पश्चात्, सोने की परख के लिए नियम 3 और इस निमित्त निर्यात निरीक्षण परिषद् द्वारा जारी किए गए अनुदेशों के, यदि कोई हों, अनुसार सोने की परख के लिए आवश्यक व्यवस्था करेगा।

(5) (क) वस्तुओं की वापसी के 2 दिन के पश्चात्, निर्यातकर्ता नगों को चिन्हित करने के लिए अभिकरण के साथ सम्पर्क करेगा। यदि परख के पश्चात्, अभिकरण का समाधान हो गया है कि माल, अधिनियम की धारा 6 के अधीन, केन्द्रीय सरकार द्वारा मान्यता प्राप्त विनिर्देशों के अनुरूप है, अभिकरण निर्यातकर्ता को सभी नगों को चिन्हित करने के प्रयोजन के लिए लाने के लिए, अनुरोध करेगा।

(ख) यह समाधान होने पर कि नग निर्यातकर्ता द्वारा घोषित शुद्धता के अनुरूप हैं और अधिनियम की धारा 6 के अधीन केन्द्रीय सरकार द्वारा मान्यता प्राप्त मानक विनिर्देश के अनुसार भी हैं, अभिकरण, परिषद् द्वारा इस निमित्त जारी किए गए अनुदेशों के अनुसार नगों में से प्रत्येक नग को आवश्यक चिन्ह के साथ चिन्हित करेगा।

(ग) उसके पश्चात्, अभिकरण सभी सम्यक् रूप से चिन्हित नगों को निर्यातकर्ता को वापस करेगा। नगों को वापस करते हुए, अभिकरण विश्लेषण से प्राप्त सोने का अतिशेष भी, यदि कोई हो, वापस करेगा।

(घ) उसके पश्चात्, निर्यातकर्ता वस्तुओं को तैयार करेगा और जहां आवश्यक हो, वहां ज्वेलरी का टांका लगाएगा। टांका लगाने के लिए, यदि आवश्यक हो, टांके (सोल्डर्स) उसी शुद्धता के होंगे, जैसी उस वस्तु की शुद्धता है।

(ङ) यदि वस्तुएं, केन्द्रीय सरकार द्वारा मान्यताप्राप्त मानक विनिर्देशों के अनुसार शुद्धता के अनुरूप नहीं हैं, अभिकरण, सूचना प्रस्तुत करने के 4 दिन के भीतर वस्तुओं पर चिन्ह लगाने की अपनी नामजुरी संसूचित करेगा।

6. परख का स्थान—इन नियमों के अधीन प्रत्येक निरीक्षण (परख), निर्यात निरीक्षण अभिकरण के परिसर पर कार्यान्वित किया जाएगा।

7. परख की फीस—प्रत्येक परेक्षण के लिए, अभिकरण द्वारा परख के लिए ला० बी० और भा० मूल्य के 2 प्रतिशत दर से अधिकतम 25 रुपये तक फीस भारत की जाएगी।

8. (1) नियम 5 के उपनियम (5) के खण्ड (ङ) के अधीन चिन्ह लगाने के लिए अभिकरण की नामजुरी से व्यधित कोई व्यक्ति, उसके द्वारा ऐसी नामजुरी की सं सूचना की प्राप्ति के 10 दिन के भीतर, केन्द्रीय सरकार द्वारा नियुक्त 3 व्यक्तियों से अन्यून्य विशेषज्ञों के पैनल को अपील कर सकेगा।

(2) पैनल की गणपूर्ति 3 सदस्यों की होगी।

(3) ऐसी अपील पर उक्त पैनल का विनिश्चय अन्तिम होगा।

[सं० फा० 6(8)/72-नी० और नि०]

एम० के० बी० भटनागर,

उप निदेशक (निर्यात संबर्द्धन)।

MINISTRY OF LABOUR AND REHABILITATION
(Department of Labour and Employment)

New Delhi, the 8th August 1972

S.O. 2338.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of

the Central Government Industrial Tribunal, Bombay in the industrial dispute between the employers in relation to the Canara Banking Corporation Limited and their workmen, which was received by the Central Government on the 1st August, 1972.

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL, BOMBAY

Reference No. CGIT-3 of 1970

PARTIES:

The Canara Banking Corporation Ltd., Mangalore.

Vs.

Their workmen.

PRESENT:

Shri A. T. Zambre, Presiding Officer.

APPEARANCES:

For the employers.—Shri R. Krishnamurthy Iyer, Labour Law Officer.

For the workmen.—Shri H. N. Bhat, General Secretary, Canara Banking Corporation Employees' Union.

STATE: Mysore. INDUSTRY: Banking.

Bombay, dated the 30th June, 1972.

AWARD

The Government of India, Ministry of Labour, Employment and Rehabilitation, Department of Employment by their Order No. 23/21/70/LR-III, dated 9th March, 1970 have referred to this Tribunal for adjudication an industrial dispute existing between the employers in relation to the Canara Banking Corporation Limited and their workmen in respect of the matters specified in the following schedule:—

"SCHEDULE

"Whether the management of the Canara Banking Corporation Limited, Mangalore was justified in transferring Shri K. V. Balakrishna Pai from Shevapet Branch in Salem District of Tamil Nadu State to Mangalore in Mysore State? If not, to what relief is the workman entitled?"

2. The facts giving rise to the dispute may be stated in brief as follows. The Canara Banking Corporation Limited which is now known as Corporation Bank Limited has branches all over India. The administrative office of the Bank is situated at Mangalore in Mysore State. The workman concerned in this reference is one Shri K. V. Balakrishna Pai who is a double graduate having obtained his M.A. and B. Sc. degrees from the Madras University. He was taken up in the service of the bank in the year 1962 and was first posted at Madras. He was a member of the Canara Banking Corporation Employees' Union which is a registered union. Whilst at Madras the workman was elected a branch Secretary and thereafter a joint secretary of the Union but shortly afterwards he was transferred to Salem in the same State. Whilst at Madras Shri Balakrishna Pai organised and built up the trade union in the region and Salem was the venue of the 8th conference of the Union in September, 1968 and Shri Balakrishna Pai was elected as the Joint Secretary of the Union. But the bank transferred Shri Pai from Salem to Mangalore in the State of Mysore in a different linguistic area. The workman made representations through his union but the employer did not pay any heed. The Union therefore filed a complaint before the Regional Labour Commissioner (Central), Madras, who held conciliation proceedings but the parties could not come to a settlement and he made a failure report in consequence of which the dispute has been referred to this Tribunal.

3. The Union has by its statement of claim alleged that the transfer of Shri Pai from Salem to Mangalore was as a result of animus and was a deliberate act of victimization on the part of the bank. They have alleged that when Shri Pai was working at Madras branch he had organised the union and was elected as the Jt. Secretary but shortly thereafter he was transferred by the employers to Salem with the sole intention of disturbing his trade union activities. While at Salem the workman was able to organise and build up the trade union and in the year 1968 the eighth conference of the union was held at that place and the workman was unanimously re-elected to the position of Joint Secretary. He was taking a leading part in the union's activities and was to counter these activities as a result of animus the bank resorted to this transfer. It is alleged that there existed a number of disputes and the relations between the union and the management were strained. Many disputes were pending before the Tribunals and the Labour Commissioners. The bank resented the raising of the disputes and nursed animus against the union and the workman and affected the transfer in haste. It has further alleged that the transfer of Shri Pai from Salem in Tamil Nadu to Mangalore in Mysore State is a change from one linguistic area to another and the transfer was deliberate victimization and violation of the recommendations of the Sastry Award. It was not justified and the workman should be re-transferred to the Salem branch with compensation.

4. The bank authorities have filed their reply denying the allegations and have opposed this reference first on the technical contentions about jurisdiction. It is alleged that the dispute put forth by the union was an individual dispute. No other employee except the workman was concerned with the transfer and the union has no *locus standi* to raise this dispute. The General Secretary of the Union was not an employee of the bank and was not competent to raise this dispute and as it is an individual dispute this Tribunal has no jurisdiction.

5. Regarding the merits, it is contended that the management had to order the transfer of Shri Balakrishna Pai from Salem to Mangalore in the exigencies of service. The bank had experienced shortage of staff at its various departments at its administrative office in Mangalore and had to take steps to transfer a good number of employees from the branch offices. It has been further contended that in the statistical section in the administrative office there was an increase in the volume of work. It was observed from the service records pertaining to Shri Pai that he had studied statistics as one of his subjects in the post-graduate degree course and hence the bank reasonably felt that his knowledge would be useful to the bank in its statistical section, and had chosen to transfer him. It has been further contended that the bank had considered the representations made to it by the union and even though the bank was not given any notice about the workman being an office bearer of the union they had given a written notice on the 31st January, 1970 of its intention to transfer Shri Pai to the administrative office and there was no question of *malu fides*. The transfer of the employee was justified and he was not entitled to any relief.

6. After the statements of claim reply and rejoinder the parties took several adjournments for settling the dispute but ultimately both of them requested to take up the hearing of the reference at Mangalore for recording evidence. Accordingly the reference was fixed for hearing at Mangalore where also the parties tried to negotiate their differences. The attitude of both parties—Shri R. Krishna Murthy Iyer the Labour Law Officer of the bank and Shri M. K. Bhat the General Secretary of the Canara Banking Corporation Employees Union was reasonable and co-operative.

They discussed and negotiated the matter and ultimately arrived at a settlement and filed a memorandum to that effect. By the memorandum of settlement the bank has agreed to re-transfer Shri Balakrishna Pai to Shevapet-Salem branch with effect from 10th July, 1972 and has further agreed that he would be entitled to all the benefits under the awards/settlements.

7. Considering the circumstances the terms of settlement are reasonable and I accept the same and pass an award in terms of the settlement annexure 'A' which shall form part of this award.

No order as to costs.

(Sd.) A. T. ZAMBRE,
Presiding Officer,
Central Government Industrial Tribunal,
Bombay.

ANNEXURE 'A'
Memorandum of Settlement

Whereas the General Secretary of Canara Banking Corporation Employees' Union, Bombay-1 (hereinafter called the 'Union') raised a dispute with the management of Corporation Bank Limited (formerly known as the Canara Banking Corporation Limited) having its Registered Office at Udipi and Administrative Office at Mangalore in South Kanara District and branch offices all over India (hereinafter called the 'Bank') regarding the transfer of Shri K. V. Balakrishna Pai, an employee of the Bank from its Shevapet-Salem Branch in Tamil Nadu to Mangalore in South Kanara District.

Whereas the Government of India referred the said dispute to the Hon'ble Industrial Tribunal (Central), Bombay as per its Order of Reference, dated 9th March, 1970.

Whereas the Hon'ble Tribunal has taken the above dispute on its file and registered as Reference No. CGIT. 3 of 1970.

Whereas the Bank and the Union after much deliberations in the matter and with a view to maintain cordial employer/employee relationship have agreed to settle the dispute on the following terms and conditions:

Hence this settlement.

- (i) It is agreed that the Bank would re-transfer Shri K. V. Balakrishna Pai to Shevapet-Salem Branch of the Bank in Tamil Nadu with effect from 10th July, 1972 and he shall be entitled to all the entitlements under Awards/Settlements.
- (ii) It is agreed that both the Bank and the Union should file a joint memo before the Hon'ble Industrial Tribunal (Central), Bombay, with prayers to pass an Award in terms of this settlement.

In witness whereof the parties have set their hand and put their signature this twenty-ninth day of June, 1972 at Mangalore.

Witnesses—

- | | |
|--|--|
| (1) (Sd.)
S. P. NAYAK,
Corporation Bank Ltd.,
Bombay-1. | (1) For Canara Banking Corporation Employees' Union,
(Sd.) General Secretary. |
| (2) (Sd.)
C. K. NAGARAJA RAO,
Corporation Bank Ltd.
A. O., Mangalore-1. | (2) For Corporation Bank Limited,
(Sd.) Superintendent. |

[No. 23/21/70/LR.III.]

S. S. SAHASRANAMAN, Under Secy.

(Department of Labour and Employment)

New Delhi, the 9th August 1972

S.O. 2339.—In pursuance of Section 17 of the Industrial Disputes Act, 1947, (14 of 1947), the Central Government hereby publishes the following award of the Industrial Tribunal, Calcutta, in the industrial dispute between the employers in relation to the Management of the Food Corporation of India, Eastern Zone, Calcutta and their workmen, which was received by the Central Government on the 1st August, 1972.

BEFORE SHRI B. N. BANERJEE, ARBITRATOR

In the matter of a reference under Section 10A of the Industrial Disputes Act, 1947, in respect of an industrial dispute between the employers in relation to the Management of the Food Corporation of India, Eastern Zone, Calcutta and their workmen, represented by the Food Corporation of India Workers' Union, Calcutta.

AND

In the matter of Order No. L-32013/2/71-P&D, dated March 26, 1971, made by the Government of India, in the Ministry of Labour, Employment and Rehabilitation (Department of Labour and Employment).

APPEARANCES:

On behalf of Employers.—Mr. A. K. Dutt, Advocate with Mr. M. N. Roy, Advocate and Mr. A. K. Das, District Manager of Food Corporation of India.

On behalf of Workmen.—Mr. D. L. Sen Gupta, Advocate with Mr. S. N. Banerjee, Advocate and Mr. G. S. Jena, Joint Secretary, FCI Workers' Union.

AWARD

On an industrial dispute coming into existence between the employers in relation to the Food Corporation of India, Eastern Zone, Calcutta and their workmen, represented by the Food Corporation of India Workers' Union, the employers and their workmen, by a written agreement under Sub-section (1) of Section 10A of the Industrial Disputes Act, 1947, agreed to refer the said dispute to arbitration by myself and forwarded to the Central Government, under Sub-section (3) of Section 10A of the said Act, a copy of the said arbitration agreement. Thereupon, in pursuance of Sub-section (3) of Section 10A of the said Act, the Central Government published the said agreement on April 3, 1971, in the Official Gazette. The material portion of the said agreement is set out herein below:

It is hereby agreed between the parties to refer the following Industrial Disputes to the arbitration of Shri B. N. Banerjee, (in his personal capacity), presently Presiding Officer, Central Government Industrial Tribunal, Calcutta.

- (i) Specific matter in Dispute : (a) Whether the workers departmentalised with effect from 15-1-70 by the Food Corporation of India, Eastern Zone, Calcutta working in the Depot/Godown/Dock are eligible for the payment of arrears with effect from 1-1-1959 arising out of the recommendation of the Central Wage Board for the Port & Dock Workers at the major ports as accepted by the Government of India, in the Ministry of Labour & Employment under Resolution dated 28th March, 1970.

If so, keeping in view the terms of employment existing prior to departmentalisation, whether the Food Corporation of India, is responsible for effecting the said payment.

(b) Whether the workers departmentalised with effect from 15-1-1970 by the Food Corporation of India, Eastern Zone, working in the depot/ godown/dock, are eligible for the payment of Bonus from 1-1-1969 to 15-1-1970.

If so, keeping in view the terms of employment existing prior to departmentalisation whether the Food Corporation of India is responsible for effecting the payment of Bonus from 1-1-69 to 15-1-1970.

(c) Whether the Incentive Scheme introduced by the Food Corporation of India, Eastern Zone, Calcutta dated 14-12-70 in relation to the piece rate Handling Workers in their godowns in Greater Calcutta, needs any modification/ alteration/ amendment.

If so, what should be the modification/alteration/amendment in relation to the various clauses of the Incentive Scheme introduced with effect from 16-12-70 by the Food Corporation of India, Eastern Zone, Calcutta.

(ii) Details of the parties to the dispute including the name and address of establishment on undertaking involved.

The employer in relation to Food Corporation of India, Eastern Zone, Calcutta, 10, Middleton Row and their workmen employed at the Depot/Godowns & Dock, viz. Piece Rate Mazdoors Time Rate Mazdoors Mats Mandals & Sardars.

(iii) Name of the workman in case he himself is involved in the dispute or the name of the Union, if any, representing the workmen in question.

Food Corporation of India Workers Union, 58, Diamond Harbour Road, Calcutta-23.

(iv) Total number of workmen employed in the undertaking affected.

2,200 approximately.

(v) Estimated number of workmen affected or likely to be affected by the dispute.

2,100 approximately.

The Arbitrator shall make his award within a period of three months from the date when he takes up the reference or within such further time as is extended by mutual agreement between us in writing. In case the award is not made within the period aforementioned, the reference to arbitration shall stand automatically cancelled and we shall be free to negotiate for fresh arbitration."

2. Notices were thereafter issued to the parties and they filed their written statements. At the hearing, the

parties appeared, through representatives, exhibited certain documents and also led oral evidence. The matter was thereafter spacioisly argued by the representatives of the parties. I now proceed to consider the evidence and arguments adduced.

3. Certain facts are not disputed. A Statutory Corporation, known as the Food Corporation of India, (herein after referred to as the Corporation) started functioning in West Bengal, from about the month of December 1966. The functions of the Corporation were, *inter alia*, procurement storage and distribution of food in the statutory rationing areas in Calcutta. Prior to the time when the Corporation started functioning, the Regional Director of Food, Government of India (Ministry of Food and Agriculture), was in charge of import, storage, deliveries and despatches of food as per allocation in the eastern region of India. In different phases, the functions of the Regional Director of Food were transferred to the Corporation and the staff of the Regional Director also became the staff of the Corporation, with effect from December 16, 1968. The Regional Director of Food, while in charge as hereinbefore stated, used to engage contractors for supply of labourers to do different kinds of work, in godowns and docks, according to their requirements. At the Silo, in the Kidderpore dock area, however, the work, other than those done by departmental labourers, were carried on by Port labourers, under arrangement firstly with the Regional Director and thereafter with the Corporation. Labourers supplied by the Contractors, under their trade union known as Food Corporation of India Workers' Union, as also Port labourers aforesaid, under their trade union known as Port Shramik Union, began agitation for becoming direct employees under the Corporation. The demand for abolition of contract labour system was not immediately fulfilled. But there was an arrangement arrived at under which contractors were eliminated and the labourers formed, firstly a Labourers Co-operative and thereafter a Management Committee of the Workers' trade union. The Co-operative and the Committee began to supply labourers for works in depots, docks and godowns. The agitation for making labourers direct employees under the Food Corporation of India, however, continued unabated, inspite of the arrangement hereinbefore stated. At last, the workmen were made departmental labourers with effect from 1970.

4. According to the written statement filed on behalf of the Food Corporation of India, the departmentalisation of workers was done in two stages. By January 15, 1970, it was stated, workmen in the following godowns, namely, (1) Orient Jute Mills, (2) Brooklyn, (3) Jhanjira pole, (4) Hoboken, (5) Lake-I, (6) Lake-II and also workmen working in Silo works or working as Bastabund or Gunny Supply Men, became direct employees of the Corporation. In the second stage, by June 1, 1970, workmen in the following godowns were made departmental workers, namely (1) Kantapukur, (2) Kalyani, (3) Bengal Jute Mills, (4) Cossipore and Grey Street, (5) Nandibagan, (6) Shalimar and (7) Dharamtalla. In paragraph 7 of the written statement, it was pleaded:

"7. From the facts as stated hereinbefore, it would be seen that he employer and employees relationship between the said Corporation and the contractors labourers came into effect from January 15, 1970 and from June 1, 1970 and prior to the dates referred to above employers of all the workers were the erstwhile contractors, the labour Co-operative and the Workers' Management Committee respectively."

5. According to the written statement filed on behalf of the workmen, it was, however, pleaded:

"1. That the dispute referred to above relates to 2,200 workmen of the Food Corporation of India (hereinafter referred to as the F.C.I.) working in Calcutta and greater Calcutta Dock area and had long years of continuous service and were eventually departmentalised after a

series of agitation with effect from 15th January, 1970.

2. * * *

3. That prior to departmentalisation, as above, the said workmen had two stages. Initially they were alleged to be workers of the contractors and in the later stage, which started with effect from 1st January, 1969, they were alleged to be the workers of the Management Committee appointed by Food Corporation of India Workers' Union.

4. That in both the aforesaid phases as well as in the period subsequent to departmentalisation, the nature of work, place of work, pattern of supervision, direction and control, continued to be the same. It was the direct employees of the Food Corporation of India, namely, its men, supervisors and officers used to supervise, direct and control these workmen and for all practical purposes they were known to be the workers of Food Corporation of India at all material stages."

6. The real dispute between the parties, so far as matters (a) and (b) of the order of reference are concerned, is whether the workers were the employees of the Regional Directorate of Food or of the Corporation all along, whether they were entitled to get wages at the rates recommended by the Wage Board from January 1, 1969, the date from when the recommendations of the Wage Board were decided to be implemented by the Central Government, and also to get all bonus declared between January 1, 1969 and January 15, 1970. The Corporation takes up the position that the employer and employee relationship started by stages from January 15 and June 1, 1970 and that the workers were not entitled to get arrears from January 1, 1969 as claimed. On behalf of the workers, the stand taken by the Corporation was sought to be overcome with the contention that regard being had to the nature and pattern of work and the degree of supervision and control by the Corporation over the workmen, they were for all practical purposes workers of the Corporation and should be paid all arrears of wages and also bonus with effect from January 1, 1969.

7. So far as matter number (c) of the order of reference is concerned, namely the Incentive Scheme, it was pleaded by the workmen, in paragraph 15 of their written statement:

"15. That the said Food Corporation introduced an alleged incentive scheme in relation to piece rate handling workers in their godown in greater Calcutta area on 14th December, 1970. Although the said scheme is alleged to be an incentive scheme but in effect the same is a sweating scheme. The rates given in the said scheme do not take into account the dearthness allowance and other ingredients of the wages of the workmen and thus reducing the incentive rates to even less than their normal rates for normal work, and the said Corporation has also incorporated in the said scheme workload which is almost killing inasmuch as the scheme provides for carrying of foodgrain bags weighing upto 95 kilograms by a workman and of stacking of bags upto physically dangerous and unworkable heights. The said incentive scheme is unworkable, perverse and malafide on the aforesaid, amongst other grounds. That even apart from these serious infirmities and defects the Corporation does not guarantee full load of work to the workmen and on the contrary is trying to increase the number of storing agents and thereby trying to perpetuate the contract system which is being abolished by recent Act of the Central Legislature. This deliberate policy of the said Corporation of enlarging area of contract labour is violative of the provisions and spirit of the Contract Labour (Regulation and Abolition) Act,

1970. The suggested modified Incentive Scheme of the Union is annexed hereto and marked with the letter "B".

The workmen suggested certain amendments in the Incentive Scheme, to which I shall refer later on. The Corporation, however, pleaded in paragraphs 11(b) and 12 of the written statement:

"11. * * *

(a) * * *

(b) The said Corporation states that the labourers while working under the contractors were giving an output of 130 bags weighing between 66 to 95 Kgs. per shift per workers and were also stacking 14/16 high. On decasualisation, however, the same labourers although provided with double the wages with other fringe benefits refused to give the same output as given during the contractors time and they demanded that the normal output shall not be more than 50 bags per worker per shift and they would not go beyond 8 height in the case of stacking. The said employees refused further to give a turnout over and above the norms fixed by them without incentive payments. The said Corporation states that series of discussions thereafter took place between the management of the said Corporation and with the office-bearers of the said union and as a result, an incentive scheme was framed and introduced with effect from December 16, 1970 keeping norms of output for earning normal wages as 90 bags of 66 kgs. to 95 kgs. stacking 8 height with lead up 66.

12. That the scheme also provided for incentive earnings to the supervisory category of Sardars and Mondals and the rates mentioned in the incentive scheme has been worked out on the basis of the standard rates which according to the said Corporation needs no modification/alteration or amendment. The said Corporation states that the said scheme is due, legal, fair and needs no change.

The scope of the enquiry is whether the incentive scheme is improper and to what extent, if at all, it should be amended.

8. I first turn to matters number (a) and (b) of the order of reference together. It is agreed that if the award be in favour of the workmen in respect of matter number (a), the award should also be in favour of the workmen in respect of matter number (b). Similarly, it is agreed that if the award goes against the workmen in respect of matter number (a), the workers would not be entitled to any bonus for the period January 1, 1969 and January 15, 1970.

9. Food Corporation of India Workers' Union did not dispute that the essential condition of a person being a workman must need be that he was employed to do the work in the industry and that there was the relationship between the employer and him as between employer and employee or master and servant. It was, however, contended that the prima-facie test for the determination of relationship between master and servant was the existence of the right in the master to supervise and control the work done by the servant, not only in the matter of directing what work the servant was to do but also the manner in which he should do his work. The reason why it was so argued was that direct evidence of employment of workmen by the Corporation, excepting in cases of those few who were admittedly departmental workmen, was severely lacking. Moreover, the case made on behalf of the workmen, in paragraphs 1, 3 and 4 under pleading was that prior to departmentalisation, the workmen were firstly the workers of Contractors and thereafter workers of the Management Committee and only after a series of agitation they were eventually departmentalised with effect from January 15, 1970. I have therefore to see if there is circumstantial evidence indicating that

though said to be workers under the Contractors or the Management Committee, they were, at all material times, really workers under the Corporation.

10. The first document relied upon on behalf of the workmen, in this context, was Exhibit-2 (marked on behalf of the Corporation), an agreement between Corporation and Workers' Union, dated April 30, 1969. The agreement opens with the following paragraph:

"Whereas it has been represented to the F.C.I. by the abovementioned union that it would not be possible for their workers to continue the handling work in the F.C.I. depots at J.J.P., Hoboken and Brooklyn through the contract system and therefore that the handling work should be entrusted with the union direct for three months as has been done at other F.C.I. depots like Lake and Behala,

It is now agreed....."

Under the agreement the workers were entrusted to do a good many items of work, e.g. loading, unloading of bags from wagons, trollies, trucks and animal driven vehicles, delivery and weighing of bags, physical verification, standardisation salvaging of food grains, re-bagging, stacking, breaking of stacks and restacking and the like. It was pointed out to me that most of the works had to be under the supervision or direction of the management or as required by the management or in the manner as fixed by the management. It was further pointed out to me that "Work done certificates" were issued by the Management, facility being given to the Workers' Union or the Management Committee only to check up "day to day detailed operation and the out turn".

The next document relied upon on behalf of the workmen was Exhibit-1, dated March 3, 1969 (marked on behalf of the management), a tender form containing the terms of agreement. This document also contained provisions for doing works similar to works as in Exhibit-2, under the supervision or direction of the officers of the Corporation or as required by them. At page 29, para 21(2) of the said exhibit it was also provided:

"XXI. DUTIES AND RESPONSIBILITIES OF THE CONTRACTORS:

1. * * *
2. The contractors shall engage competent and adequate staff and labour to the satisfaction of the Manager (Port Operation) or an officer acting on his behalf for ensuring efficient handling and transport of foodgrains etc. and furnishing correct and upto date position/information/progress of work, statements and accounts. The contractors shall be responsible for the good conduct of their employees and shall compensate the Corporation for losses arising from neglect, carelessness, want of skill or misconduct of themselves, their servants or agents or representatives. The Manager (Port Operation) shall have the right to ask for the dismissal of any employee of the contractors who in his opinion, is hampering the smooth execution of the work and his decision regarding losses caused by neglect and misconduct etc., of the contractors, their servants or agents or representatives shall be final and binding on the contractors."

The third document relied upon was Exhibit-L, a memorandum, dated July 31, 1969 (marked on behalf of the workmen) containing certain terms of employment between the workers union and the Corporation. The memorandum, *inter alia* provided:

- " * * *
- (1) The union shall arrange to manage the day to day work through a Management Committee constituted by them who would be in touch with the District Manager, Dock and the

District Manager, Port Area godowns daily to obtain booking of the workers and to take necessary instructions. The Booking of workers shall be given in writing within 3-00 P.M., for night shift, morning shift and afternoon shift.

- (2) The workers shall be present at a suitable call point when the District Manager or his authorised representative will record in his book the attendance of the workers present after being satisfied of their identity.
- (3) " * * *
- (4) The District Manager shall keep an Account of the workers booked daily.
- (5) " * * *
- (4) The District Manager shall keep an Account of the workers booked daily.
- (5) " * * *
- (6) " * * *
- (7) " * * *
- (9) " * * *
- (9) The District Manager shall keep a careful watch about the booking of workers so as to ensure that no worker is booked for more than one shift a day when worker is otherwise available."

On the above three documents, it was contended on behalf of the workmen that the nature control and supervision exercised by the management was such as would convert the workmen into their direct employees, even though they might not have been recruited by the management directly but introduced in service by contractors, labour unions or Management Committee of the workmen. It was also contended that the fact the Corporation could ask for dismissal of workmen in the event of unsatisfactory work, as the paragraph 21(2) of Exhibit-1, was sufficiently indicative of the fact that they were really workers of the Corporation.

On behalf of the workmen strong reliance was also placed on the following documents:

- (i) Exhibit-II—being attendance register of Tindals and labour at C.L.A. Gunny Godown and J. J. Pool depot, Calcutta, maintained by the Godown Superintendent dated December 31, 1969.
- (ii) Exhibit-P—a letter, dated September 23, 1969, from the Deputy Zonal Manager to the President of Workers' Union about payment of holiday wages to workmen for May 3, 1969 (the date of death of President Zakir Hussain). In that it was stated that sanction for payment of holiday wages to handling workers and casual workers was going to be issued and the President of the Trade Union was asked to submit bills for the same.
- (iii) Exhibit-C and E—Two minutes of Conciliation proceedings respectively dated October 4, 1968 and January 15, 1969, in which representatives of the Corporation and the representative of Workmen only were present.
- (iv) Exhibit-I—a letter, dated June 12, 1969, from a Deputy Zonal Manager of the Corporation to the General Secretary of the Workers' Union in which it was *inter alia* stated, "You are informed that the issue regarding payment of dearness allowance and interim relief stand settled and the payment of arrears is receiving our attention.
- (v) Exhibit-J—Reply dated June 13, 1969, to letter Exhibit-I, from the General Secretary, in which there was expression of dissatisfaction of the workers to the attitude taken by the Corporation. It was *inter alia* stated that, "Instead of giving us a date for the payment of arrears D.A. you have said that the matter

is receiving attention and as this is a vague reply, the workers cannot be satisfied.

- (iv) Exhibit—Y Series—Booking slips, all of January 1970, of workers employed.

It was argued relying on the above documents that had there been no relation of master and servant, the Corporation would not have kept attendance registers, would not have considered payment of holiday wages to workmen for May 3, 1969, would not have participated in conciliation proceedings in labour disputes and would not have settled the dispute regarding payment of arrears of dearness allowance and also payment of interim relief and would not have maintained booking slips of workers employed in its godown. In other words, it was contended that if the workers were labourers employed by contractors, the labourers union or the Management Committee, the Corporation would have kept unconcerned in labour dispute and relations between workmen and their employers. The fact that they kept themselves busily concerned with such matters indicated that the workers were really employees of the Corporation.

12. My attention was drawn to the evidence of Ghanashyam Jena, Joint Secretary of the Food Corporation of India Workers' Union, who stated:

"The Management Committee had no funds of its own. F.C.I. used to advance money to the Managing Committee when required. Such amounts were not advances to the Management Committee but payments towards its expenses."

The above extract was sought to be explained in the following manner. The Management Committee was merely supplier of labour, the costs and expenses being borne by the Corporation. This contention was sought to be further re-inforced with the argument that A. K. Das, Deputy Manager of the Corporation, had himself stated, in course of his evidence, that the Management Committee worked on "no profit no loss basis". In other words, it was submitted, the Committee was mere labour supply agent for the Corporation and the workers were employees of the Corporation. That is why the Food Corporation of India paid interim relief recommended by the Wage Board to some of the workmen under the Management Committee, as stated in evidence by the Workers witness Ghanashyam Jena.

It was lastly stated in this context that the Corporation used to take disciplinary steps against the workmen and went to the extent passing suspension orders against certain workmen. In support of this argument Corporation's letters Exhibit-N and Exhibit-O (marked on behalf of workmen) respectively dated December 26, 1968 and September 13, 1969 were relied upon.

I now turn to summarise the arguments advanced on behalf of the Corporation, in this context. It was contended in the first place, that in paragraphs 1 and 3 of the workers' own written statement, there was the clear admission that the workmen, who were originally workers under Contractors and thereafter under the Management Committee, "were eventually departmentalised with effect from 15th January 1970." It was argued after this admission, it was not open to the Workers Union to contend that workers were employed by the Corporation at all material times prior to January 15, 1970. I am not impressed by the aforesaid argument. A written statement must be read as a whole. In paragraph 4 of the written statement it is clearly pleaded that regard being had to the nature of work and pattern of supervision, direction and control, they were workers under the Corporation at all material stages. I am therefore not prepared to leave the arguments advanced on behalf of the Workers' Union out of consideration.

It was argued, in the next place, that in letters Exhibit-A, dated June 24, 1968, Exhibit-B, dated July 9, 1968, Exhibit-D, dated November 27, 1968, there were requests by the Workers' Union for making workmen

employed by Contractors direct employees of the Corporation. It was further argued that it appeared from minutes of conciliation proceeding Exhibit-E, dated January 15, 1969 that the demand for departmentalisation of contractors labourers was an issue for conciliation. It was also argued that appeared from Exhibit-F, another minutes of conciliation proceedings dated March 24, 1969, that the matter for consideration was to eliminate the contractors and to evolve a suitable scheme for entrusting work directly to a labourers organisation. The issue of departmentalisation of contractors' labourers was also an issue in Conciliation proceedings of January 30, 1969 (Exhibit-K.) On the aforesaid documents it was contended that on their own showing the labourers were either labourers under Contractors or Labourers' own organisation, which later on came to be known as the Management Committee. They, however aspired to become direct workers' of the Corporation, which aspiration, it was contended, was fulfilled by stages in the year 1970.

It was further argued that the only witnesses examined on behalf of the workmen, namely, Ghanashyam Jena, Joint Secretary of the Workers' Union, had himself made the frank admission, "Prior to departmentalisation, although the workmen named by me used to do the work which was essentially the work of the Food Corporation, they were labourers employed by the Contractors." This witness further gave the reasons as to why the workmen were agitating for becoming direct workers under the Corporation. He said:

"The Contractors did not treat the workmen with fair labour practice, in the matter of payment of wages and engagement. The workmen began to agitate against the contractors. They approached the Food Corporation of India with the demand that in as much as the work of the labourers were being directed by the Food Corporation of India, it was unnecessary to have a third party in between the Management and the Workmen. Therefore, the workmen should be forthwith departmentalised. The then Zonal Manager (East), Food Corporation of India (Sri A. K. Mazumder) admitted that the demand made by the workmen was justified but stated that immediate departmentalisation was not possible, because the Food Corporation would have to consider the financial load and also get permission from the authorities at the Centre. He suggested that until such time, which according to his estimate might take three months, as the departmentalisation was not effected the workers should form a Managing Committee and do the work as they used to do. The money paid to the Contractors would be paid to the workmen for being divided amongst themselves. There was no break in service of the workmen when the Contractors went away and the Management Committee came into existence."

Having considered the evidence and the argument, I come to the opinion that the workers were not employees either of the Regional Director of Food or of the Corporation from the very inception. Neither the Regional Director nor the Corporation had at first employed labourers (excepting in cases where they decided to get certain types of work done through their own workmen) for works like loading, unloading, reloading, stacking and despatch etc. of food grains. They entrusted the work with contractors and paid to the contractors at agreed rates. It was the responsibility of the contractors to pay to the workmen for works done by them. The contractors turned out to be exploiters and did not pay fair wages to the labourers. The labourers therefore began agitation for elimination of contractors and aspired to become direct employees under the Corporation. They repeatedly implored the Corporation to adopt them as their own workmen. This aspiration could not be immediately fulfilled because

the demand required consideration by the authorities of the Corporation. As a stop-gap measure it was agreed that the contractors would be eliminated and the workmen would form their own combine, which ultimately became known as Management Committee, and continued to perform the work of the Corporation as the contractors were doing. The money payable to the contractors would be paid Workers' Combine for distribution amongst the workmen. This top-gap arrangement had one advantage for the workmen, namely, the contractors share of profit would go to augment the wages of the workmen. Ultimately, however, the workers were absorbed by Corporation in their own service and made their own workmen. In forming this opinion, I mainly rely on the version of Ghanashyam Jena, witness for the workmen, which I have herebefore set out.

I have now to examine the contention that regard being had to the nature of work done and the pattern of supervision and control exercised by the Corporation, the workers were really workmen under the Corporation, although recruited by Contractors or the Management Committee and paid by them out of money received from the Corporation.

The nature or extent of control, which is required to establish the relationship of employer and employee must necessarily vary from business to business and is by its very nature incapable of precise definition. The works, which the Corporation had entrusted to contract labour were such that by nature they could not left entirely in the hands of the contractors or the workmen. When, where, how and within what time the work of loading, unloading, storing and distribution of foodgrains had to be done required constant supervision of the Corporation authorities. Otherwise, food distribution could not be rationally controlled. Then again, the nature of the work was such that the Corporation authorities had to keep constant vigil on the number of workmen supplied and the bills prepared and payments to Contractors or the Management Committee. If such vigil had not been maintained fraud might easily be practised upon the Corporation and money taken out on account of, what is known in common parlance, "Ghost Labourers" or in other words exaggerated number of workmen. I do not therefore think that nature of supervision and control over workmen was such as made them workmen of the Corporation without more.

I next turn to examine the argument that the conduct of the Corporation in participating at Conciliation proceedings under the Industrial Disputes Act, pointed to the conclusion that they were the real employers. I cannot make much of the argument. The workmen were strongly agitating for service under the Corporation. The Corporation had to keep the work going. If in such circumstances, they had participated in Conciliation proceedings, when the matter came up before the Labour Commissioner, they rightly did so for the purpose of maintaining peaceful working condition. The effect of such participation would not such as would convert contractors' workmen into their own.

I do not also make much of the argument that Corporation must be the employers, otherwise they could not ask for disciplinary action against certain workmen as in Exhibit 'N' and Exhibit 'O'. I have examined the two exhibits with care. As I read the two documents, they go to show that undesirable workmen were being introduced in work by the Workers' Combine. The Corporation objected to such introduction of bad elements and asked for their suspension from work. The action was not such as the Corporation could not take against the workers' combine, which was in charge of labour, on contractual basis.

On behalf of the workmen, it was contended that the interim payment, as under the recommendations of the Wage Board, had been made to some only of the workmen but not to all. Apart from condemning such payment, to some favoured workers only, as unfair

labour practice, it was contended that such payment indicated the existence the employer and employee relationship between the Corporation and the workmen.

The evidence as to such interim payment is unsatisfactory. Only Ghanashyam Jena orally speaks of such payment. I do not make much of his oral statement on this point.

Next, I turn to the argument that the payment of wages for May 3, 1969 (the date of expiry of President Zakir Hussain), by the Corporation, was a sure indication of the fact that the workers were employees under the Corporation. I do not find much substance in this argument. Labour agitation, as I have already observed, was going on at the time when the payment was sanctioned. The Corporation it appears to me, was prepared to go to any length to buy peace and if the payment was sanctioned in order to maintain peace, that must be deemed to have been made on an *ex-gratia* basis. Much importance should not therefore be attached to such payment.

The overall picture that I get, on examination of the evidence both oral and documentary, is that at no time prior to 1970 the workers were direct employees of the Corporation. After a good deal of agitation, they were absorbed in the service of the Corporation and made their direct employees.

I have next to see whether the workers were absorbed in the service of the Corporation by stages, namely, that some were absorbed on January 15, 1970 and others on June 1, 1970. This was the case pleaded on behalf of the Corporation. This was also the oral evidence led on behalf of the Corporation. The workers no doubt disputed absorption by stages and urged that all were adopted as direct workers under the Corporation with effect from January 15, 1970. Having considered the evidence, I do not think that I should be justified in holding that the absorption was by stages. The evidence of A. K. Das, Deputy Manager of the Corporation, on this point, was not substantiated by documentary evidence. On the state of evidence before me, I am inclined to hold that the workmen were absorbed into the service of the Corporation with effect from January 15, 1970.

The Central Wage Board for Port and Dock Workers had recommended certain wages for Port and Dock workers. The Corporation agreed to implement those recommendations in respect of their employees only with effect from January 1, 1969. Since I have already held that the workers were not employees of the Corporation at any time prior to January 15, 1970, they did not become entitled to the recommended wages since January 1, 1969. I, therefore, answer matter number (a) referred to my arbitration in the following manner, namely, that the workers departmentalised with effect from January 15, 1970 by the Food Corporation of India, Eastern Zone, Calcutta working in depots/godowns/dock are not eligible for the payment of arrears with effect from January 1, 1969, arising out of the recommendations of the Central Wage Board for Port and Dock Workers and that keeping in view the terms of employment existing prior to departmentalisation, the Food Corporation of India is not responsible for effecting such payment.

I now turn to answer matter number (b) referred to my arbitration. The matter may be shortly disposed of I have already held that the workers were not employees of the Corporation at any time prior to January 15, 1970 and were not entitled to received wages from the Corporation. If they were not employees prior to January 15, 1970, there was no question of payment of bonus to them for the period January 1, 1969 to January 15, 1970. I, therefore, answer the matter number (b) referred to my arbitration in the following manner, namely, that the workers departmentalised with effect from January 15, 1970 by the Food Corporation of India, Eastern Zone Calcutta, working in the depots/godowns/dock were not eligible

for the payment of bonus from January 1, 1969 to January 15, 1970 and that keeping in view the terms of employment existing prior to departmentalisation, the Food Corporation of India was not responsible for effecting the payment of bonus from January 1, 1969 to January 15, 1970.

I now turn to answer matter number (c) referred to my arbitration. An incentive scheme was admittedly introduced by the Corporation in relation to the piece-rated handling workers working in the godowns in the greater Calcutta, with effect from December 14, 1970. The workers asked for modification of the scheme on grounds as in paragraph 15 of their written statement, which I have heretofore set out. They also annexed a scheme of their own as annexure 'B' (Exhibit-FF) to their written statement. Little evidence was however led in support or in justification of their own scheme and I therefore leave that out of my consideration.

The circumstances under which the incentive scheme had to be introduced is set out in paragraphs 11(b) and 12 of the written statement filed on behalf of the Corporation. In short, the dispute arose after departmentalisation when the workers insisted that in order to earn full wages they need not carry more than 50 bags per worker per shift and need not go beyond 8 high in stacking the bag. For greater output, the workers insisted upon payment of incentive wages, over and above their normal wages. After much negotiation the normal output for earning normal wages was fixed at carrying 90 bags, weighing 66 kg. to 95 kg., and stacking them 8 high upto a lead of 66 ft. For output above the normal, the following, incentive scheme was arrived at:

**"INCENTIVE SCHEME FOR HANDLING WORKERS
OF THE FOOD CORPORATION OF INDIA
(EASTERN ZONE)**

I *	*	*	*
II *	*	*	*
III *	*	*	*
IV *	*	*	*
V *	*	*	*
VI *	*	*	*

VII. NORM :

(a) Handling . . . 90 bags weighing between 66 kg. and 95 kg. each per Mazdoor per working shift for loading/unloading work and 40 bags weighing between 66 kg and 95 kg. each per Mazdoor per working shift for standardisation work.

(b) Stacking . . . 8 bags weighing between 66 kg and 95 kg each high.

(c) Lead 66Ft.

VIII. RATES :

All rates are with reference to 90 foodgrain bags unless otherwise stated (weighing between 66 to 95 kg). Stacking will always refer to standard stacking of interlocking pattern with bases of

standard size with a view to conserve maximum storage space.

Sl. No.	Nature of work according to agreement dated 16-4-69 between the Corporation and FCI Workers, Union.	Rate for 90 bags weight ing between 66kg and 95 kg and stacking upto 8 bags high.
(1)	(2)	(3)
		Rs. P.
(i)	Unloading from wagons/ trolleys, trucks and stacking in godowns.	4 42
(ii)	Unloading from wagons and loading into trolleys.	3 56
(iii)	Destacking foodgrain bags in godowns and loading into transport Vehicles .	3 56
(iv)	Unloading from wagons at the godowns siding and stacking in shed/platform/ ground.	2 70
(v)	Loading into trolleys from godowns served with siding .	3 56
(vi)	Delivery and weighment—Delivery to recipients.	3 56
(vii)	Weighment.	5 34
(viii)	Physical Verification .	7 98
(ix)	Standardisation .	10 67
(x)	Filling gunnies with loose grains to prescribed weight with stitching and stacking/loading/delivery.	8 90
(xi)	Unloading of bulk foodgrains from wagons/trucks, animal driven vehicles in the godowns, filling gunnies with bulk eight with deli-	14 2
(xii)	Salvaging of damaged foodgrains .	19 63
(xiii)	Rebagging .	10 67
(xiv)	Breaking of stacks and restacking.	3 56

IX. INCENTIVES TO WORKERS :

(i) Stacking — 8 bags high : normal wage.
9 to 10 bags — 10% extra
11 to 14 bags — 25% extra
15 to 16 bags — 30% extra
17 bags and beyond — 50% extra

Provided the slabs are completed as laid down and the percentages will be applicable over the normal wage for the respective slabs. In case the height is not built upto the maximum of the next slab number, the workers will not be entitled to the increased incentive and they will be paid at the rate prescribed for the lower slab.

(ii) Handling

for the purpose of determining output on handling 'day' will be considered as unit and percentage will be taken as unit and percentage will be applicable over the normal wage over the respective slabs.

90 bags—normal wage	91 to 110 bags—5% extra.
111 to 120 bags—15% extra.	121 to 150 bags—25% extra.
151 and beyond—50% extra.	

(iii) Lead

—12 1/2 % extra for every 33ft. lead after the first slab of 66ft. has been covered.

X. INCENTIVISE TO SARDARS & MONDALS :

91 to 110 bags	—Rs. 1.60 (Slab rate)
111 to 120 bags	—Rs. 1.50 (slab rate)
121 to 150 bags	—Rs. 2.00 (Slab rate)
Beyond 151 bags	—Rs. 2.50: (Slab rate)

Incentive wages to Sardar/Mondal will be admissible based on the average output of an individual worker in the gang.

XI. OVERTIME:

All the rates will be increased by 25% for work beyond normal working hours provided the minimum output has been attained during normal working hours.

XII. HANDLING OF FERTILISER : BAGS :

Handling of bags weighting more than 95Kg.—5% extra on all rates.

XIII. HANDLING OF FERTILISER: BAGS:

An extra payment of Rs. 1/- will be allowed for handling Fertiliser bags." (Exhibit-3) Ghanashyam Jena, witness for the workmen deposed "In calculating incentive, nothing except basic wages are taking into consideration." (underlined by me)

There are certain undisputed facts which I need consider, in deciding whether the incentive scheme Exhibit-3 requires any modification. Regard being had to the construction, storage capacity and floor area of the godowns used by the Corporation and further regard being had to the quantum of foodgrains to be stored, it is necessary to put grain bags in stacks much higher than 8 bags one above the other and to carry the bags to a greater distance than 66 ft. lead. The carriage of heavy bags over long distance is, beyond dispute, rigorous, although it may not be as injurious to health as pleaded by the workmen.

That being so, if workmen are required to work more than the agreed normal work, they need be paid proper incentive wages therefor. The question is whether the incentive now in operation is proper.

I have already quoted the relevant portion from the Incentive Scheme (Exhibit-3). This general scheme of incentive and gradual increase of payment for carriage of bags to greater distances and to larger heights does not appear to me otherwise exceptionable save that the calculations are made on the basis of basic wages and not on the basis of their wages, within the meaning of Section 2(rr) of the Industrial Disputes Act. It appears in the proviso to Clause IX(i) of the Incentive Scheme that "percentages will be applicable to the normal wage for the respective slab." (Underlined by me). That indicates that the intention was to apply the incentive percentage on full wages and not to basic wages. Since it is undisputed that the calculations are made on the basis of basic wages only, I feel that this scheme should be modified to this extent that the percentage of the incentive wages, wherever to be calculated on percentage basis must be calculated on the basis of full wages and not basic wages only.

In the view that I take I answer matter number (c) referred to my arbitration in the following manner, namely, that the incentive scheme introduced by the Food Corporation of India, Eastern Zone, Calcutta, dated December 14, 1970 in relation to the piece-rated handling workers in their godowns in greater Calcutta needs the following modification, namely, that the scheme should be modified in respect of Clause IX and X only in the manner that the percentage of the incentive wages, wherever to be calculated on percentage basis must be calculated on the basis of full wages and not basic wages only. The modification shall take effect from the date of this award.

This is my award.

Dated Calcutta, the 27th July 1972.

(Sd.) B. N. BANERJEE,

Arbitrator.

[No. L.32013/2/71-P&D.]

V. SANKARALINGAM, Under Secy

(Department of Labour and Employment)

New Delhi, the 7th August 1972

S.O. 2340.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal Calcutta, in the industrial dispute between the employers in relation to the management of Chinakuri 1/2 Pits Colliery of Messrs Bengal Coal Company Limited, Post Office Dishergarh, District Burdwan and their workmen, which was received by the Central Government on the 1st August, 1972.

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL AT CALCUTTA.

REFERENCE No. 22 OF 1972

PARTIES:

Employers in relation to the management of Chinakuri 1/2 Pits Colliery of Messrs Bengal Coal Company Limited,

AND

Their workmen.

PRESENT:

Sri S. N. Bagchi, Presiding Officer.

APPEARANCES:

On behalf of Employers.—Sri B. N. Lala, Personnel Officer.

On behalf of Workmen.—Sri Koileswar Koiri, (Workman himself).

STATE: West Bengal.

INDUSTRY: Coal Mine

AWARD

By Order No. F. No. L/19012(1)/72-LRII, dated 4th April, 1972, the Government of India in the Ministry of Labour and Rehabilitation (Department of Labour and Employment), referred the following dispute existing between the employers in relation to the management of Chinakuri 1/2 Pits Colliery of Messrs Bengal Coal Company Limited and their workmen, to this Tribunal for adjudication, namely:

"Whether the action of the management of Chinakuri 1/2 Pits Colliery of Messrs Bengal Coal Company Limited, in dismissing Shri Koileswar Koiri, Sand Flusher, by management's letter dated the 12th October, 1971, is justified? If not, to what relief is the workman entitled?"

2. The union has not turned up. The management and the workman have appeared. Sri B. N. Lala, Personnel Officer of the management identifies the workman. The Union, however, got the notice of this date of hearing regarding recording of the compromise.

3. I have questioned the workman who has filed the application before the tribunal informing that he will not proceeding with the dispute since the management has agreed to pay him Rs. 1212.33 P. as ex-gratia equivalent to the workman's retrenchment compensation due to him as on 12th October, 1971. The workman concerned has agreed as per his petition as well as oral statement made before me that he will receive that sum and his dismissal from service will stand unchallenged. The workman states that he has understood the contents of the petition which he considers to be just, fair and beneficial to his interest. He states before me that he has advised the union in view of the settlement arrived at between him and the management not to proceed with the dispute now pending adjudication. Sri Lala for the management has signed the workman's petition containing terms of settlement in token of the management's acceptance thereof.

4. I have considered the terms of the compromise which I find to be just, fair, equitable and beneficial to the interest of the workman. I, therefore, record the terms of the compromise between the management and the workman since the union espousing the cause of the workman has not turned up even in spite of notice and the workman does not like to proceed in the matter through the union whom the workman has given such instruction. The dispute, therefore, stands settled on compromise between the management and the workman in terms of the compromise petition which I hereby record and render my award accordingly. The compromise petition shall form part of the award. The management undertakes to make payment to the workman in terms of the compromise petition within 7 days hereof.

This is my award.

(Sd.) S. N. BAGCHI,
Presiding Officer.

BEFORE THE HON'BLE PRESIDING OFFICER,
CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL,
CALCUTTA.

REFERENCE NO. 22 OF 1972

PARTIES:

Employers in relation to Chinakuri 1 & 2 Pits
Colliery of M/s. Bengal Coal Company Limited.

AND

Their Workmen.

*Joint Petition of Compromise between the Employees
on the one hand, and the workman concerned on
the other hand.*

It is respectfully submitted as under:—

1. The above reference is pending before the Tribunal.

2. That the Tribunal has not fixed any date of the hearing of the matter so far.

3. The issue for adjudication by the Tribunal is as follows:

"Whether the action of the management of Chinakuri 1 & 2 Pits Colliery of Messrs Bengal Coal Company Limited, in dismissing Shri Koileswar Koiri, Sand Flusher, by management's letter dated 12th October, 1971 is justified? If not, to what relief is the workman entitled?

4. The workman concerned applied to the management on 13th June, 1972 stating that he does not want to proceed with the case any further provided the management pays him, as an ex-gratia measure, a sum equivalent to his retrenchment compensation, as if, he had been retrenched from service on the 12th October, 1971.

5. The management, as a special case agrees to pay to the workman concerned a sum of Rs. 1212.33 (Rupees one thousand two hundred twelve and thirty three paise only) by way of ex-gratia payment which is equivalent to the concerned workman's retrenchment compensation due to him as on 12th October, 1971.

6. In view of the management's aforesaid gesture, the workman concerned agrees that his dismissal from service will stand unchallenged.

7. The management shall pay the aforesaid sum stated in para 5 above to the workman concerned within fifteen days from the date on which the Award of the Tribunal in the present reference becomes enforceable.

8. The workman concerned agrees that he has no further claim against the management in respect of his dismissal from service.

L.T.I. of Koileswar Koiri,
The workman concerned.

9. In the circumstances, the workman concerned and the management pray that the Tribunal may be pleased to give its Award in terms aforesaid.

10. The workman concerned has advised the Secretary, Colliery Mazdoor Union, Sundarchak, Dist. Burdwan, to whom a copy of the Government's Order of Reference in the above matter was forwarded, not to proceed with the case before the Tribunal in view of the fact that, in the circumstances aforesaid, the workmen concerned has no longer any dispute with the management or any further claim against it in respect of his dismissal from service.

(Sd.) Illegible,

L.T.I. of Koileswar Koiri
(The workman concerned)
Dated, the 4th July, 1972.

For the Employers

VERIFICATION

1. Koileswar Koiri son of Mahangu Koiri the workman concerned in the present Reference and I, Biswa Nath Lala, son of Late Hare Krishna Lal Personnel Officer, M/s. Bengal Coal Company Limited, jointly declare that the statement of facts narrated above is true to our knowledge derived from the relevant records and information believed to be true and the rest are our submissions to the Tribunal. It is further declared that the contents of the above petition were explained to the workman concerned and understood by him before he put his left thumb impression under the verification at Sanctoria, P.O. Disergarh, District Burdwan on 4th July, 1972.

(Sd.) B. N. LALA,
Personnel Officer.

[No. L/19012/1/72-LRII.]

L.T.I. of Koileswar Koiri,
The workman concerned.

New Delhi, the 8th August, 1972

S.O. 2341.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal No. 3 Dhanbad, in the industrial dispute between the employers in relation to the management of East Bhugaidih Colliery, Post Office Jharia, District Dhanbad and their workmen, which was received by the Central Government on the 3rd August, 1972.

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL (No. 3) AT DHANBAD.

REFERENCE No. 90 OF 1969.

PRESENT:

Sri B. S. Tripathi, Presiding Officer.

PARTIES:

Employers in relation to East Bhuggatdih Colliery and their workmen.

APPEARANCES:

1. For Bharat Coking Coal Limited.—Sri J. N. P. Sahl.
2. For employers.—None.
3. For workmen.—Sri P. K. Bose, Advocate.

INDUSTRY: Coal

STATE: Bihar.

Dhanbad, the 24th July 1972

AWARD

1. The Government of India in the Ministry of Labour, Employment & Rehabilitation (Department of Labour & Employment) being of the opinion that an industrial dispute exists between the employers in relation to the management of East Bhuggatdih Colliery, Post Office Jharia District Dhanbad and their workmen in respect of the matters specified in the Schedule annexed to the order of reference, referred the said dispute for adjudication to this Tribunal under Section 10(1)(d) of the Industrial Disputes Act, 1947 by their Order No. 2/168/69-LRII dated 28th November, 1969. The Schedule is extracted below:—

SCHEDULE

- (i) "Having regard to the recommendations in Chapter VIII of the report of the Central Wage Board for Coal Mining Industry relating to Engineering Department whether the demand of Shri Ram Sharan Mistry, Senior Fitter, East Bhuggatdih Colliery, for B Grade scale of pay of Head Fitter is justified? If so, to what relief is he entitled and from what date?
- (ii) Having regard to the recommendation in Annexure V, Vol. II of the report of the Central Wage Board for Coal Mining Industry relating to Fitters whether the demand of Shri Khem Lal Mistry, Fitter East Bhuggatdih Colliery for Category VI wages is justified? If so, to what relief is he entitled and from what date?"

2. The reference was registered as Reference Registered No. 90 of 1969. The industrial dispute in question was sponsored by Colliery Mazdoor Sangh, Dhanbad and the said Union represented the workmen in the reference. The Union filed written statement in the reference on behalf of the workmen on 22nd December, 1969 and the Employers filed their written statement on 19th January, 1970. Subsequently the Central Government took over management of the Colliery in question and Bharat Coking Coal Limited came in charge of the management on behalf of the Central Government by virtue of the provisions in the Coking Coal Mines (Emergency Provisions) Act, 1971. Thereafter on the petition of the workmen Bharat Coking Coal Limited were made party to the present proceeding by the order of the Tribunal dated 23rd March, 1972 and the said Company filed written statement in the present proceeding on 24th April, 1972.

3. 22nd July, 1972 was the date fixed for hearing of the reference and on this date a compromise petition containing terms of settlement arrived at by the workmen and Bharat Coking Coal Limited was filed. The compromise petition has been signed by Sri P. K.

Bose, Advocate, the authorised representative of the workmen and by Sri J. N. P. Sahl, the authorised representative of the Bharat Coking Coal Limited. The manager of the Colliery is also purported to have signed the compromise petition on behalf of the old employers, but as per my order dated 22nd July, 1972 in the ordersheet of the reference I have already held that the manager of the Colliery cannot now validly represent the old employers in the present reference since after the vesting of the management of the Colliery in the Central Government under the Coking Coal Mines (Emergency Provisions) Act, 1971 and accordingly the Compromise will be deemed to have been entered into by Bharat Coking Coal Limited and their workmen of the Colliery.

4. On the date of hearing the employers did not turn up nor any step was taken on their behalf. Accordingly the Tribunal proceeded under Rule 22 of Industrial Dispute Rules (Central) as against the Employers. Sri P. K. Bose, Advocate on behalf of the workmen and Sri J. N. P. Sahl on behalf of Bharat Coking Coal Limited made submission that the compromise was arrived by the parties in question and prayed for the passing of the award accordingly. After giving due consideration to the reference, the cases of the parties and the terms of settlement arrived at as per the said compromise, I find that the terms of settlement are fair and reasonable and beneficial to all the parties to the reference. I hold accordingly that the reference be decided in terms of the compromise petition said above so far as the workmen and the Bharat Coking Coal Limited are concerned and it be decided on the same terms as against the employers and the award be passed accordingly. The compromise petition in question will form part of the award and it be attached with the award as annexure 'A'.

5. This is my award. Let the award be submitted to the Central Government under Section 15 of the Industrial Disputes Act, 1947.

(Sd.) B. S. TRIPATHI,

Presiding Officer.

Central Govt. Industrial Tribunal
(No. 3) Dhanbad.BEFORE THE HON'BLE PRESIDING OFFICER
CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL
NO. III AT DHANBAD.

In the matter of

REFERENCE No. 90 OF 1969.

PARTIES:

Employers in relation to East Bhuggatdih Colliery
AND
Their workmen.

Memorandum of Settlement

All the parties in the present proceedings have amicably settled the dispute involved in the present Reference on the terms hereinafter stated—

1. That Shri Ram Saran (Senior Fitter) the first workmen concerned in the present Reference has been placed in Grade B of the Recommendations of the Central Wage Board (for Coal Mining Industry) with effect from the 1st May, 1972.

2. That Shri Khemlal Mistry (Fitter) the Second workmen concerned in the present Reference has been placed in Category VI (Six) of the Recommendations of the Central Wage Board (for Coal Mining Industry) with effect from the 1st May, 1972.

3. The above terms finally resolve the dispute between the parties and, therefore, there is no subsisting dispute for adjudication in the present Reference.

4. The parties shall bear their own cost of proceedings.

It is, therefore, prayed that the Hon'ble Tribunal may be pleased to accept this settlement and to give its Award in terms thereof.

For the Employer.

For the Workmen.
(Sd.) P. K. Bose, Advocate

East Bhuggatdih Colliery
(Sd.) Illegible,
Manager.

For Bharat Coking Coal Ltd.

(Sd.) J. N. P. SAHI,

Labour and Law Adviser
Bharat Coking Coal Ltd.

[No. 2/168/69-LRII.]

New Delhi, the 9th August 1972

S.O. 2342.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal No. 1, Dhanbad, in the industrial dispute between the employers in relation to the management of Badjna Colliery of Messrs Oriental Coal Company Limited, Post Office Nirsachatti, District Dhanbad, and their workmen, which was received by the Central Government on the 2nd August, 1972.

AWARD

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL AT DHANBAD.

In the matter of a reference under section 10(1)(d) of the Industrial Disputes Act, 1947.

REFERENCE No. 98 of 1971

PARTIES:

Employers in relation to the Management of Badjna Colliery of Messrs Oriental Coal Company Limited, Post Office Nirsachatti, District Dhanbad.

AND

Their Workmen.

PRESENT:

Shri A. C. Sen, Presiding Officer.

APPEARANCES:

For the Employers.—Shri S. S. Kapur, Advocate.

For the Workmen.—Shri S. Das Gupta, Advocate.

STATE: Bihar.

INDUSTRY: Coal.

Dhanbad, dated the 25th July, 1972.

AWARD

The present reference arises out of Order No. L/2012/202/71-LRII dated, New Delhi, the 28th December, 1971 passed by the Central Government in respect of an industrial dispute between the parties mentioned above. The subject matter of the dispute has been specified in the schedule to the said order and the said schedule runs as follows:

"Whether the demand of the following workers of Badjna Colliery of Messrs Oriental Coal Company Limited, Post Office Nirsachatti, District Dhanbad that they should be given regular job and made permanent is justified? If so, to what relief these workman are entitled and from what date?"

Sl. No.	Name of the workman	Designation
1.	Shri Basdeo Ojha	U. G. Tarmmer.
2.	Shri Sarat Mahetrai	General Mazdoor
3.	Shri Samapada Rewani	Line Mazdoor.
4.	Shri Badal Chakravarty	Line Mazdoor.
5.	Shri Gurupada Sikdar	Line Mazdoor.
6.	Shri Rajkumar Barhai	Line Mazdoor.
7.	Shri Seo Kumar Sahy	Line Mazdoor.

8.	Shri Anil Gorai	Lkne Mazdoor
9.	Shri Jagindra Singh	Dumber Driver.
10.	Shri Seo Narain Mahato	Prop Mazdoor.
11.	Shri Gulab Chand	Prop. Mazdoor
12.	Shri Santos Racwani	Machine Mazdoor
13.	Shri Seobalak Mahato	Prop Mazdoor.
14.	Shri Ch- Baldeo Dusadh	D/Loader.
15.	Shri Bimal Ghosh	Spray Mazdoor.
16.	Shri Janak Singh	U/G. Munshi
17.	Shri Gopal Gorai	General Mazdoor
18.	Shri Bhukul Rewani	General Mazdoor

2. The dispute has been settled out of Court. A Joint petition of compromise dated 14th July 1972 has been filed in the office of the Tribunal. The petition has been signed by Shri S. S. Kapur, Advocate on behalf of the management and by Shri S. Das Gupta, Advocate on behalf of the workmen. I have gone through the terms of settlement contained in the said petition. They are fair and reasonable and, therefore, I make an award on the basis of the terms of settlement. The joint petition of compromise shall form part of the award.

3. Let a copy of this award be forwarded to the Central Government under section 15 of the Industrial Disputes Act, 1947.

(Sd.) A. C. SEN,

Presiding Officer.

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. 1, DHANBAD

REFERENCE No. 98 OF 1971

PARTIES:

Employers in relation to the Management of Badjna Colliery.

AND

Their workmen.

Joint Petition of Compromise

Both the parties, the Management as well as the Union, bag to submit as under:—

- I. That this case is fixed for hearing today the 14th July, 1972.
- II. That without prejudice to their respective stands, the parties have amicably settled the dispute which is the subject matter of this Reference No. 98 of 1971 on the following terms:—

Terms of Settlement.

(a) That the Management agrees to absorb the following workmen as Permanent employees with effect from the 17th July 1972 as General Mazdoors:—

1. Shri Basdeo Ojha (Sl. No. 1).
2. Shri Sarat Mehtari (Sl. No. 2).
3. Shri Sheokumar Sahu (Sl. No. 7).
4. Shri Sheonarain Mahto (Sl. No. 10).
5. Shri Ch. Baldeo (Sl. No. 14).
6. Shri Gurupada Sikdar (Sl. No. 5).
7. Shri Janak Singh (Sl. No. 16).

(b) That the Management further agrees to promote Shri Ch. Baldeo Dusad to Category-III from 17th July, 1972 and Shri Janak Singh to Grade III (Clerical) from 1st August, 1972.

(c) That with regard to the remaining 11 (eleven) workmen it is agreed that they will continue to remain in the list of Badli workmen.

III. That the parties shall bear their own Cost.

It is therefore humbly prayed that your honour be graciously pleased to accept this settlement as fair and reasonable and pass an Award in terms thereof.

And for this the petitioners shall, as in duty bound, ever pray.

For Workmen.
(Sd.) Illegible,
Advocate.
14-7-72.

For Employers.
(Sd.) Illegible,
Advocate.
14-7-72

Dhanbad, dated the 14th day of July, 1972.

[No. L-2012/202/71-LR.II.]

New Delhi, the 10th August 1972

S.O. 2343.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal No. 1, Dhanbad, in the industrial dispute between the employers in relation to the management of Madhuband Colliery of Messrs Oriental Coal Company Limited, Post Office Nudkurkee, District Burdwan, and their workmen, which was received by the Central Government on the 2nd August, 1972.

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL (NO. 1), DHANBAD

In the matter of a reference under section 10(1)(d) of the Industrial Disputes Act, 1947.

REFERENCE NO. 74 OF 1971

PARTIES:

Employers in relation to Madhuband Colliery of M/s. Oriental Coal Co. Ltd.

AND

Their Workmen.

PRESENT:

Shri A. C. SEN, Presiding Officer.

APPEARANCES:

For the employers.—Shri K. R. Bahal, Manager.

For Bharat Coking Coal Ltd., added as a party vide Order No. 4 dt. 24th March, 1972.

Shri J. N. P. Sahi, Labour and Law Advisor.

For the workmen.—Shri J. D. Lall, Vice President.

STATE: Bihar

INDUSTRY: Coal

Dhanbad, the 27th July, 1972.

AWARD

The present reference arises out of Order No. L/2012/172/71-LR.II dated New Delhi, the 11th November, 1971 passed by the Central Government in respect of an industrial dispute between the parties mentioned above. The subject matter of the dispute has been specified in the schedule to the said order and the said schedule runs as follows:

“Whether the action of the management of Madhuband Colliery of Messrs Oriental Coal Company Limited, Post Office Nudkurkee, District Dhanbad, in stopping the work of the following workmen from the date mentioned against each is justified? If not to what relief are these workmen entitled?

- | | |
|---------------------------|--------------------------|
| 1. Shri Ram Das Nonia, | Loader from 3-3-71 |
| 2. Shri Kalash Chamar | Loader from 3-3-71 |
| 3. Shri Mahesh Chamar | Loader from 3-3-71 |
| 4. Shri Devan Dusadh | Loader from 3-3-71 |
| 5. Shri Chandradev Chamar | Loader from 3-3-71 |
| 6. Shri Mufur Dusadh | Loader from 3-3-71 |
| 7. Smt. Fuleshwari Kamin | Wagon Loader from 3-3-71 |
| 8. Shri Hussaini Beldar | Hookman from 17-2-71 |
| 9. Shri Shibu Desadh | Loader from 29-3-71.” |

2 The dispute has been settled out of Court. A joint petition of compromise dated 25th July, 1972 has been

filed in the office of the Tribunal. The petition has been signed by Shri J. D. Lall, Vice-President on behalf of the union, by Shri J. N. P. Sahi on behalf of the Bharat Coking Coal Co. Ltd., and by Shri K. R. Bahal the Manager of the old management. I have gone through the terms of settlement contained in the said petition. They are fair and reasonable and, therefore, I make an award on the basis of the terms of settlement. The joint petition of compromise shall form part of the award.

3. Let a copy of this award be forwarded to the Central Government under section 15 of the Industrial Disputes Act, 1947.

(Sd.) A. C. SEN, Presiding Officer.

BEFORE THE HON'BLE PRESIDING OFFICER, CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO.1. AT DHANBAD.

In the matter of:

REFERENCE NO. 74 OF 1971.

PARTIES:

Employers in relation to Maduband Colliery of M/s. Oriental Coal Co. Ltd.

AND

Their workmen.

Memorandum of Settlement.

All the parties in the present proceedings have amicably settled the dispute involved in the present Reference on the terms hereinafter stated:

1. That S/Sri Ramdas Nonia, Kallas Chamar, Mahesh Chamar, Devan Dusadh, Chandradev Chamar, Husaini Beldar, and Shibu Dushadh—the workmen concerned in present reference shall be reinstated by the Management of Maduband Colliery of M/s Oriental Coal Company Ltd. on and from 26th July, 1972 without any back wages.
2. That the Union is satisfied that Serial No. 6 Sri Mutar Dusadh and Serial No. 7 Srimati Phulashwari Kamin were not the employee on the relevant date and as such drop their cases.
3. That the period intervening from the date of stoppage of work (which gave rise to the present Reference) till the date of resumption of duty shall, for the purpose of continuity of services, be treated as leave without pay, but the workman concerned will be eligible to proportionate leave or quarterly bonus provided they put in proportionate qualifying attendance during the remaining period of current year or current quarter, as the case may be.
4. In the event of the failure of the concerned workmen to report for work within 15 days from 2nd February, 1972 as stated above, the workmen concerned shall have no right for re-employment etc. under this agreement.
5. The above terms finally resolve the dispute between the parties and, therefore, there is no subsisting dispute for adjudication in the present Reference.
6. The Management agrees to pay Rs. 100 (Rupee one hundred) only as the cost to the Union.

It is, therefore, prayed that the Hon'ble Tribunal may be pleased to accept this settlement and to give its Award in terms thereof.

For the Employee.
(Sd/-) Illegible
Madhuband Colliery.

For the Workmen
J. D. LALL
Vice President.
B. C. K. U.

For Bharat Coking Coal Ltd.
J. N. P. SAHI, Labour and Law Adviser.
Bharat Coking Coal Limited;

[No. L-2012/172/71-LR.II.]

New Delhi, the 10th August 1972

S.O. 2344.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal, Calcutta, in the industrial dispute between the employers in relation to the management of Merab Colliery, Post Office Chirkunda, District Dhanbad, and their workmen, which was received by the Central Government on the 4th August, 1972.

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL (NO. 1), DHANBAD

In the matter of a reference under section 10(1)(d) of the Industrial Disputes Act, 1947.

REFERENCE NO. 30 OF 1971

PARTIES:

Employers in relation to the management of Merah Colliery, Post Office Chirkunda, District Dhanbad.

AND

Their Workmen

PRESENT:

Shri A. C. Sen, Presiding Officer.

APPEARANCES:

For the Employers.—Shri T. P. Choudhury, Advocate.
For the Workmen.—Shri S. Das Gupta, Advocate.

STATE: Bihar

INDUSTRY: Coal.

Dhanbad, dated the 25th July, 1972.

AWARD

The present reference arises out of Order No. L-2012/63/71-LRII dated New Delhi, the 26th July, 1971 passed by the Central Government in respect of an industrial dispute between the parties mentioned above. The subject matter of the dispute has been specified in the schedule to the said order and the said schedule runs as follows:—

“Whether the work stoppage in Merah Colliery, Post Office Chirkunda, District Dhanbad with effect from the 23rd February, 1971 by the management thereof vide Notice No. MC/31/371, dated 23rd February, 1971 is a closure or lockout? In either case, to what relief the workmen are entitled?”

2. According to the employers the present reference is incompetent in law as no dispute was raised by the workmen or any union on their behalf directly with the employers.

3. The next objection of the employers is that a closure of an undertaking whether real or pretended cannot be made the subject matter of an industrial adjudication.

4. It has been stated in para 5 of the employers' written statement that the Colliery Mazdoor Sangh at whose instance the present dispute has been referred is neither the representative nor recognised union of the colliery and that it has no locus standi on behalf of the workmen to raise the present dispute or any dispute at all. According to the employers the Mugma Mazdoor Union which is the recognised and representative union of the colliery has been functioning in the colliery for a long time.

5. The further case of the employers is that one Shri Umabachan Tiwari professing to be an office bearer of the branch of the union, namely, Colliery Mazdoor Sangh, was instrumental in raising the present dispute and that the management has been informed that an officer of a branch union of the Colliery

Mazdoor Sangh is incompetent to raise any dispute independently under the constitution of the Sangh.

6. The employers version of the various incidents that took place prior to the issue of notice No. MC/31/371 dated 23rd February, 1971 mentioned in the schedule to the order of reference is given below in a nut shell:

(a) Some of the workmen in a concerted move did not report for their duties in the first shift of 16th February, 1971 and they also dissuaded the willing workers from joining their duties thereby affecting seriously the entire work of the colliery. By a notice dated 16th February, 1971 the workmen were asked to report for their duties immediately. They were warned that if they failed to do so disciplinary action would be taken against them.

(b) The workmen of the other shifts also did not report for duties on 16th February, 1971 and hence another notice of the same date was issued at about 9 P.M. asking the workmen to report for their duties;

(c) On 17th February, 1971 many outsiders armed with bows and arrows and other lethal weapons were found moving inside the colliery and preventing the workmen to work. Apprehending danger to their life and property the employers wrote a letter dated 17th February, 1971 to the officer-in-charge of the local police station for taking proper steps.

(d) The workmen were informed by notices dated 18th February, 1971, 19th February, 1971, 20th February, 1971, 22nd February, 1971 and 24th February, 1971 to report for duties but without any effect.

(e) Threats of murder of the employers were also held out by Sri Umabachan Tiwari, information whereof was sent to the officer-in-charge, police station by a letter dated 19th February, 1971.

(f) The mining staff also became very apprehensive of their own personal safety and on one pretext or another went on mass leave from 22nd February, onwards.

(g) The management by notice dated 23rd February, 1971 asked all the mining staff who had gone on leave to join their duties immediately.

(h) As the workmen refused to join their duties in spite of repeated notices and as there were threats or intimidation and other violent activities by some of the workmen together with outsiders an abnormal situation was created in the colliery and the management was compelled to close down the entire undertaking with effect from 23rd February, 1971.

7. The employers have submitted in para 21 of their written statement that the closure of the undertaking with effect from 23rd February, 1971 was for reasons beyond the control of the employers and as such the compensation payable will be under the proviso to section 25FFF of the Industrial Disputes Act. They have also stated in the next paragraph that the workmen and staff voluntarily received their due compensation granting receipt therefor. It is contended in para 23 that in view of the full and final receipts granted by the workmen, there does not remain any dispute concerning the workmen.

8. The employers have concluded their written statement with these words; “.....that the work stoppage with effect from 23rd February, 1971 by notice MC/31/371 dated 23rd February, 1971 was a closure and in view of the receipt of full and final payment the workmen are not entitled to any further relief”.

9. The workmen filed their written statement on 23rd October, 1971. Their case in a nutshell is as follows:—

(a) As the workmen employed in the Merah Colliery which is a small colliery employing about 400 workmen, were never paid wages and other benefits as per recommendations of the Coal Wage Board, they had

been for the last few years praying for wages and benefits recommended by the Wage Board.

(b) The workmen on receipt of a report that the management had obtained a certificate from the Regional Labour Commissioner to the effect that they had implemented in full the recommendations of the Coal Wage Board approached the management to demand full implementation of the recommendations of the Wage Board.

(c) In the meantime, the workmen enrolled themselves members of Colliery Mazdoor Sangh and constituted a branch committee of the Sangh at Merah Colliery in a general meeting. The list of the members of the committee was sent to the management in due course.

(d) The management being opposed to the formation of the union tried to crush it by unleashing a reign of terror to intimidate the workmen, but as they failed to suppress the workmen they stopped the workings of the colliery with effect from 16th February, 1971 and locked out all the 400 workmen.

(e) On 19th February, 1971, the management procured 150 or so lathials in order to drive away the workmen from the colliery by force.

(f) The union which had been vainly trying to represent the grievances of the workmen before the management till 18th February, 1971 lost all hopes for an amicable settlement and referred the dispute to the Regional Labour Commissioner (C), Dhanbad on the 19th February, 1971 praying for his immediate intervention.

(g) During the conciliation proceedings the management admitted that they had closed down the mine from 23rd February, 1971 and that there was no work in the colliery from 16th February, 1971 to 23rd February, 1971. But whereas the union contended that the stoppage of work had been due to illegal lock-out, the management's contention was that the stoppage was due to illegal strike.

(h) Neither the workmen nor the union were served with any notice of any kind, nor was any notice hung up on the notice board, nor was any workmen or any representative of the union advised verbally by the management about the lockout from 16th February, 1971 or for the matter of that from 23rd February, 1971.

(i) The workmen were not offered either notice pay or retrenchment compensation in terms of the provisions of the Industrial Disputes Act.

10. The stand taken by the workmen is that the stoppage of work from 23rd February 1971 is nothing but a lockout in the garb of closure and that since it was effected without notice or valid reasons, it is illegal and unjustified. Their claim by way of relief is that full wages and other attendant benefits should be granted to all workmen of the colliery for the entire period of lock-out from 16th February, 1971 till the date of resumption of work.

11. Let me first of all consider whether the dispute under reference was raised by the union with the management direct or through the Regional Labour Commissioner. The dispute under reference is whether the stoppage of work with effect from the 23rd February, 1971 by the management by their notice No. MC/31/371 dated 23rd February, 1971 is a closure or lockout. There is nothing on record to show that this dispute, namely whether stoppage of work with effect from 23rd February, 1971 is a closure or lockout was raised by the union with the management direct.

12. Next, it is to be seen whether this dispute was raised before the Regional Labour Commissioner by the union. A letter dated 19th February, 1971 was

written by Shri Umabachan Tiwary, Branch Secretary, Colliery Mazdoor Sangh to the Regional Labour Commissioner (C), Dhanbad. The subject matter of this letter was thus described at the top of the letter: "Illegal stoppage of work by the management of Merah Colliery, P. O. Chirkunda (Dhanbad)". The material portion of the letter runs thus: "The management of Merah colliery, all on a sudden, on 17th February, 1971 have locked out the colliery and made idle all the workers numbering about 400. On 19th February, they have brought lathials to the colliery and with their help the management have been driving away the workers from their quarters. Those who have been coming to attend their duties from villages are not allowed to enter into the colliery for work The management..... in collusion with the Officer-in-Charge, Chirkunda Police Station will at any moment open fire and kill many workers..... The management is trying to re-start the mine with the outside workers..... Kindly direct the management to re-open the mine immediately and also to take the workers concerned back to employment and also pay them full wages for the period of their involuntary idleness failing which the dispute may kindly be taken up for conciliation".

13. The dispute according to this letter of 19th February, 1971 is the sudden locking out of the colliery on 17th February, which made idle all the workers, about 400 in number. In other words, the dispute is whether the management was justified in locking out the colliery on 17th February, 1971. I shall presently show that it was this dispute which was ultimately taken up by the Regional Labour Commissioner for conciliation.

14. A copy of the letter of Shri Umabachan Tiwary dated 19th February, 1971 was forwarded to Shri Kishun Lal Agarwala, Owner, Merah Colliery by the Asstt. Labour Commissioner by his memo dated 20th February, 1971 with a request to meet the Regional Labour Commissioner (C), Dhanbad on 22nd February, 1971 in his office.

15. A letter dated 22nd February, 1971 was issued from the office of the Regional Labour Commissioner. It was addressed to both the parties, namely (1) Manager, Merah Colliery and (2) The Branch Secretary, Colliery Mazdoor Sangh. The subject of the letter was thus described at the top: "Industrial dispute between the Management of Merah Colliery and their workmen represented by Colliery Mazdoor Sangh over alleged illegal stoppage of work by the management of Merah Colliery. So it is clear that the dispute raised by Sri Umabachan Tiwary by his letter dated 19th February, 1971 is the subject matter of the letter issued from the office of the Regional Labour Commissioner on 22nd February, 1971. This letter could not have referred to any other dispute because the notice of closure was issued by the management of the colliery on 23rd February, 1971.

16. The letter of 22nd February, 1971 was issued over the signature of A. P. Sinha, Asstt. Labour Commissioner (Central), Dhanbad. II. He proposed to discuss the "above mentioned dispute" and if need be to initiate conciliation proceedings. The parties were requested to call on him on 26th February, 1971 at 4 p.m. A copy of the union's representation dated 19th February, 1971 was enclosed to the letter for management's written comment.

17. The Asstt. Labour Commissioner, Sri A. P. Sinha issued a letter dated 2nd March, 1971 jointly to Sri Uma Bachan Tiwari and the General Secretary, Colliery Mazdoor Sangh. The subject matter of the letter was exactly the same as that of the letter dated 22nd February, 1971, namely "Industrial Dispute between the management of Merah Colliery and their workmen represented by Colliery Mazdoor Sangh (I. N. T. U. C.) over alleged stoppage of work. The reference obviously was to the alleged stoppage of

work from 16th February, 1971 to 19th February, 1971. The representatives of the workmen failed to attend on 27th February, 1971 at 4 p.m. for discussion as previously arranged. The Assistant Labour Commissioner therefore issued this letter dated 2nd March, 1971 asking them to call on him on 6th March, 1971 at 11 a.m.

18. A letter dated 6th March, 1971 addressed to the Manager, Merah Colliery was issued by the Asstt. Labour Commissioner requesting the Manager to call on him on 16th March, 1971 at 3 P.M. to discuss the "above mentioned dispute," namely "Industrial Dispute between the Management of Merah Colliery and their workmen represented by the Colliery Mazdoor Sangh over alleged illegal stoppage of work by the management of Merah Colliery". Hence it appears that the subject matter for discussion continued to be the same upto 6th March, 1971.

19. Comments in respect of the points raised by the union by its letter dated 19th February, 1971 were submitted by the management in the form of a letter dated 16th March, 1971 addressed to the Asstt. Labour Commissioner, Dhanbad. (a) The management denied that any lock out had been made by it at anytime on the relevant date. (b) It was stated in para 3(ii) of the letter that all on a sudden on the 16th February, 1971 some of the workmen went on illegal strike at the instigation of Shri Umabachan Tiwari, who had been trying to nampar the running of the colliery since the beginning of the year 1971. (c) It was further alleged in para 3(vii) of the letter that inspite of notices issued daily from 16th February, 1971 to 22nd February, 1971 asking the workmen to resume their duties the illegal and unjustified strike continued from 16th February, 1971 to 22nd February, 1971 along with various subversive activities. (d) It was pointed out in para 3(viii) of the letter that serious labour unrest was prevailing both in side and outside of the premises of the colliery, that the situation of the colliery became abnormal due to the threat and intimidation by the workmen who used violence and that on account of the illegal activities of the workmen there was a breath of the peace necessitating the posting of a magistrate for the maintenance of law and order. The last two sentences of para 3(viii) are very significant; they are to the following effect: "Further in view of the fact that the workmen showed no response to the several notices issued to them.....and in view of the fact that the firm incurred serious loss continuously.....there was no chance in foreseeable future to work in the colliery as an economic unit. Moreover, the quality of coal is itself bad of grade III B which has no market at present or in near future and in view of the fact that the lives of staff and officers are unsafe under the above circumstances the management notified that considering the chaotic and unsecured situation of the Merah Colliery the management was compelled to close down the mine with effect from 23rd February, 1971". (e) Para 3(ix) was more explicit on the question of closure. It was stated therein that in view of the above stated factors the company had no other alternative but to take a panic decision to declare a closure of the colliery and that accordingly by a notice dated 23rd February, 1971 the company declared a complete closure of the colliery with effect from 23rd February, 1971. (f) The management reiterated at the end of para 3(xiii) that the company having waited upto the last was compelled to declare in panic a complete closure of the Merah Colliery.

20. Shri Umabachan Tiwari on behalf of the Union submitted a rejoinder to the letter of the management dated 16th March, 1971 on the 23rd March, 1971 in the form of a letter dated 23rd March, 1971 addressed to the Asstt. Labour Commission, Dhanbad:

(a) It was stated in para 3(iii) of the rejoinder that no workers resorted to any strike or

stoppage of work; rather it was the management which locked them out on 16th February, 1971 and afterwards without any notice and with ulterior motive.

- (b) The burden of para 3(iv) of the rejoinder is as follows. No workmen went on strike. On the contrary they were stopped without any notice when the workmen prayed for resumption of work they were threatened by the management with help of gundas. The branch of the peace was caused by the managements' own people.
- (c) The gist of para 3(vi) of the rejoinder is as follows. The workman did not use violence. The management created such a situation by the help of notorious elements that the mining and supervisory staff felt unsafe and might have refused to go on duty.
- (d) It was stated in para 3(vii) that the lockout continued from 16th February, 1971 till the time the rejoinder was submitted, that is 23rd March, 1971.
- (e) Shri Umabachan Tiwari quoted with approval in para 3(viii) of the rejoinder the following extract from the comments of the management; "In view of the fact that the firm incurred serious loss continuously and persistently and there was no chance in foreseeable future to work in the colliery as an economic unit. Moreover the quality of coal is itself bad of Grade III which has no market at present or in near future". And his conclusion was that the extract quoted above quite reflected and revealed to a certain extent the reason behind the management's resorting to such an illegal lock-out. In other words, the reason given by the management in their comments for closing the colliery was, in the opinion of the union, not altogether unfounded and imaginary. It is probably for this reason that the union refrained from raising the issue of closure even though the factum of closure was clearly mentioned in the comments of the management submitted on 16th March, 1971.
- (f) In reply to the contention of the management that the industrial dispute over refusal to give employment or stoppage of work was never formally or informally taken up with the management, the union in its rejoinder observed as follows: ".....our branch took up this matter with the management vide its letter dated 16th February, 1971. Moreover the dispute was raised in this regard by the branches letter dated 16th February, 1971 addressed to the Regional Labour Commissioner (C), Dhanbad and also the Labour Enforcement Officer (C), Chirkunda. The Workmen themselves also took out a procession on 16th February, 1971 immediately after the lockout and handed over to the management a joint representation praying for the immediate lifting of the lockout". The dispute that has been referred to the Tribunal could not have been raised by the union by a letter dated 16th February, 1971 addressed to the management, assuming that such a letter was in fact sent to the management. The notice of Closure dated 23rd February, 1971 is the crux of the dispute referred to the Tribunal, hence it was absurd to take up this dispute with the management by a letter dated 16th February, 1971. Similarly it was impossible to raise this dispute with the Regional Labour Commissioner or the Labour Enforcement Officer by a similar letter dated 16th February, 1971. Likewise it was not possible for the workmen to raise this dispute with the management by taking out a procession on 16th February, 1971. The dispute contemplated by the union

must be entirely different from the dispute that has been referred to the Tribunal by the Central Government.

21. The dispute that was taken up by the Asstt. Labour Commissioner for discussion and conciliation was whether the stoppage of work at Merah Colliery from 16th February, 1971 to 19th February, 1971 was caused by a strike or a lockout. But the dispute that has actually been referred to the Tribunal by the Central Government is whether the stoppage of work at Merah Colliery with effect from the 16th February, 1971 by the management by their closure or lockout. In other words, the dispute that has been referred to the Tribunal enquires whether the closure by the management is genuine or faked, whether it is nothing but lockout in the guise of a closure. This dispute was never raised either with the management or before the Asstt. Labour Commissioner.

22. I am, therefore of opinion that the dispute that has been referred to the Tribunal is not an industrial dispute as it was not raised with the management either directly or through the Regional Labour Commissioner. The reference, therefore, is incompetent on the principles laid down by the Supreme Court in the case of the Sindhu Resettlement Corporation Ltd., 1968(I) L.L.J. 834 and reiterated subsequently in The Jaipur Udyog Ltd., And The Cement Work Karamachari Sangh, 1972 (I) L.L.J. 437 and no award can be made on such an incompetent reference. In other words, I give a no dispute award.

23. A copy of this award may be forwarded to the Central Government under section 15 of the Industrial Disputes Act, 1947.

(Sd.) A. C. SEN,

Presiding Officer.

[No. L-2012/63/71-LR.II.]

S.O. 2345.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal No. 3, Dhanbad, in the industrial dispute between the employers in relation to the management of Heavy Tyndal Washing Plant of Jamadoba Colliery of Messrs Tata Iron and Steel Company Limited, Jamadoba, Dhanbad, and their workmen, which was received by the Central Government on the 3rd August, 1972.

**CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL
(NO. 3) AT DHANBAD.**

REFERENCE NO. 23 OF 1968

PRESENT:

B. S. Tripathi, Presiding Officer.

PARTIES:

Employers in relation to the Washing Plant of Jamadoba Colliery of Messrs Tata Iron and Steel Company Limited, Jamadoba.

Vs.

Their workmen.

APPEARANCES:

For employers.—Sri S. S. Mukherjee, Advocate.

For workmen.—Sri B. N. Sharma, President, Congress Mazdoor Sangh.

INDUSTRY: Coal.

STATE: Bihar.

Dhanbad, dated the 21st July, 1972.

AWARD

1. This is a reference under section 10(1)(d) of the Industrial Disputes Act, 1947 made by the Central Government by their order No. 2/88/66-LR.II dated the 27th May, 1966 to the Industrial Tribunal, Dhanbad for adjudication of an industrial dispute existing between the parties, referred to above, with respect to the matters specified in the Schedule attached to the reference. The schedule is extracted below:—

SCHEDULE

"Whether the dismissal of Shri Sobran Singh, Heavy Tyndal Washing Plant Jamadoba Colliery with effect from the 5th March, 1966 by the management of Tata Iron and Steel Company Limited was justified? If not, to what relief is the workman entitled?"

2. The reference was registered as reference No. 95 of 1966 in the file of the Central Govt. Industrial Tribunal, Dhanbad. The Central Government by their order No. 8/25/67-LR.II dated the 8th May, 1967 transferred the said reference to the Central Government Industrial Tribunal No. 2, Dhanbad where it was registered as reference No. 149 of 1967. Subsequently by their order No. 8/71/68-LR.II dated the 17th August, 1968 the Central Government transferred the reference to this Tribunal for adjudication and it was numbered as reference No. 23 of 1968 in this Tribunal.

3. The concerned workman is Sri Sobran Singh who was working as Heavy Tyndal in the Coal Washing Plant at Jamadoba of M/s. Tata Iron & Steel Co. Limited. From the evidence on record it appears that the said Company have got a colliery at Digwadih at a distance of one or two miles from their Jamadoba Colliery. The Industrial Dispute in question was sponsored by Congress Mazdoor Sangh, Bihar and the said Union represented the workmen in the present reference as well. The union filed written statement in the present reference on 10th August, 1966. Their case is that Sri Sobran Singh was a member of Congress Mazdoor Sangh which is intensely disliked by the said Company, that in the beginning of October, 1965 the Company in collaboration with the Colliery Mazdoor Sangh paid bonus to their workmen in contravention of the provisions of the payment of bonus Act, 1965, inasmuch as the bonus paid by the Company was less than what is prescribed by law, that the Company paid bonus to their employees in other collieries and departments at a rate more than that offered to the workmen of the colliery in question and this was protested by the members of the Congress Mazdoor Sangh that the demand of the Congress Mazdoor Sangh was that the workmen of the colliery in question were entitled to 20 per cent. bonus under the Act, to which the Company did not agree, that being annoyed at the said protest by the members of the said Congress Mazdoor Sangh, including Sri Sobran Singh, the Company issued fictitious and fabricated charge-sheet against a number of members of the said Union including Sobran Singh to which the workmen denied and that no enquiry in the matter was held and ultimately Sri Sobran Singh was dismissed from service of the Company with effect from 5th March, 1966. According to the workmen the dismissal of Sri Sobran Singh was against the principles of natural justice, *malu fide*, arbitrary and unjust and he has been dismissed with a view to victimise him for making a demand of bonus at a rate higher than that offered by the Company. The prayer has accordingly been made to set

aside the order of dismissal and reinstate Sri Sobran Singh to his post with effect from 5th March, 1966 with full back wages.

4. The employers filed their written statement on 2nd December, 1967. The case of the employers is that the amount of bonus payable to the workmen was calculated according to the formula laid down in the bonus Act and the payment of bonus to the workmen of the colliery in question was accordingly made to their employees. It is stated that on 29th September, 1965 at about 3-20 p.m. the staff of C.M.E.s office were standing in queue to receive bonus at the counter when Sri Sobran Singh asked them not to accept the payment of bonus and threatened to assault those who would accept the same. The allegation is that Sri S. N. Singh, Legal Assistant and Sri T. Prasad, Welfare Officer of the Company, asked Sri Sobran Singh not to prevent others from taking payment of bonus whereupon Sri Sobran Singh left the payment counter in a threatening attitude and went in front of the office of the Manager of the Colliery and shouted "JO BONUS UTHAYEGA USKA HADDI PASLI TOR DENGE, SINGH SAHEB SAB KO BONUS DILATA HAI US SALA KO MARO". It is stated that Sri Sobran Singh incited the mob of about 100 persons to assault those were taking bonus and also the officers of the Company who are responsible for it with the result that all of them who had collected to take payment of their bonus, except four of them who had already taken payment, left the place out of fear without taking payment. According to the employers this amounted to a misconduct on the part of Sri Sobran Singh under paragraph 19(5) of Company's Certified Standing Orders and a charge-sheet dated 7th October, 1965 was accordingly issued to Sri Sobran Singh to which he submitted his reply on 16th October, 1965. There was then a departmental enquiry held by Sri N. K. Prasad, who was then Senior Welfare Officer at at Digwadih Colliery. The enquiry was held by him after giving proper notice to the concerned workman, but Sri Sobran Singh failed to attend the enquiry on the date fixed i.e. 18th November, 1965. The enquiry thereafter was adjourned to 22nd November, 1965 at 8-30 a.m. after due intimation to Sri Sobran Singh who did not attend the enquiry even on that date and accordingly *ex-parte* enquiry was held on 22nd November, 1965. The enquiry officer examined witnesses on behalf of the management and submitted his report that the charges levelled against Sri Sobran Singh had been satisfactorily established. The management accepted the report and ordered for dismissal of Sri Sobran Singh from service with effect from 5th March, 1966. The employers denied the allegations of the workmen that the dismissal of Sri Sobran Singh was an act of victimization and alleged that his dismissal was bona-fide and based on proved misconduct. The prayer accordingly is that the reference be decided as against the workmen.

6. The reference in question was heard and decided by my predecessor-in-office as per his award dated the 7th November, 1968 which was subsequently published under section 17 of the I.D. Act by the Central Government in the Gazette of India. As per the said award it was held firstly, that the charges levelled against the concerned workman Sri Sobran Singh was vague, imprecise and indefinite with the result that it was not possible for him to defend himself and secondly, that the workman was not given a fair opportunity to defend himself. Consequently, the finding was that the domestic enquiry held against the concerned workman was not fair and just. In that view of the matter my predecessor-in-office held that the dismissal of Sri Sobran Singh was not justified and he directed his reinstatement with full back wages.

7. As against the decision as per award dated 7th November, 1968, said above, the employers moved the Hon'ble High Court of Judicature at Patna in C.W.J.C. No. 215 of 1969 and their Lordships as per judgement dated 7th August, 1971 set aside the award of the Tribunal and remanded the reference with a direction to dispose it afresh after giving opportunity to both the parties to adduce such further evidence as they may choose to adduce on the question as to whether the dismissal of Sri Sobran Singh was justified or not. Their Lordships did not accept the view of the Tribunal that the charges against the concerned workman were vague, imprecise and indefinite and held that the charges were specific, precise and definite. Their Lordships, however, accepted the finding of the Tribunal that the workman was not given fair opportunity to defend himself in the departmental enquiry as it was held at Digwadih and not at Jamadoba. At this place I like to mention that the departmental enquiry was held at Digwadih in the office of the Enquiry Officer, whereas the concerned workman was working in the Coal Washing Plant of the employers at Jamadoba. When the venue of the enquiry was intimated to the workman, the workman made a prayer to the enquiry officer to hold the enquiry at Jamadoba and not at Digwadih for reasons mentioned therein. In spite of this protest the enquiry officer held the enquiry at Digwadih. In view of this my predecessor-in-office held that the concerned workman was not given fair opportunity to rebut the evidence led against him by the management in the departmental enquiry. Their Lordships in their judgment in C.W.J.C. No. 215 of 1969 accepted the above finding of the Tribunal but pointed out that this by itself was not sufficient to hold the order of dismissal of the concerned workman as unjustified inasmuch as the management could prove the charge against the workman by independent evidence adduced before the Tribunal and this aspect of the matter was not considered by the Tribunal. The observation of their Lordships in this connection is as follows:—"It is a well settled preposition of law that when the Tribunal comes to the conclusion that the domestic enquiry was not fair and impartial, the matter in relation to the dismissal of the workman concerned is writ large for enquiry and on the evidence adduced before the Tribunal, it can come to its own conclusion as to whether the dismissal was justified or not. Such is the position of law when no domestic enquiry is held and when the enquiry is not held to be fair and impartial, the same result follows. And, in this regard, the Tribunal seems to have committed an error of law in ordering the reinstatement of the workman concerned without going into the question itself. It also seems that the management and also the workman concerned did not get sufficient opportunity to adduce evidence in that regard before the Tribunal as, perhaps, the Tribunal was not quite conscious of the fact that it had the power to go into the merits of the order of dismissal if it came to hold that the enquiry was not fair and impartial [vide for instance, the Management of Ritz Theatre (Private) Ltd. v. its workmen (A.I.R. 1963 Supreme Court 295)]."

8. After the order of remand was received from the Hon'ble High Court both the parties were given notices and were given opportunity to adduce further evidence, if they so desired, in the light of the judgement of the Hon'ble High Court, referred to above. The management had previously examined 2 witnesses *viz.* MW-3 and MW-2 and the workmen had examined only the concerned workman Sri Sobran Singh (WW-1). After remand the management examined further MW-2 and examined 3 more witnesses *viz.* MW-3 to MW-5. They were cross-examined on behalf of the workmen. The workmen did not examine any more witness after remand of the reference by the Hon'ble High Court.

9. In view of the direction given by the Hon'ble High Court, as stated above, the question that now arises for decision of the Tribunal is as to whether the management has been successful in proving the charges levelled against Sri Sobran Singh by independent evidence adduced before the Tribunal. Ext. M-1 is the chargesheet issued to the workman concerned. The chargesheet contains detailed statement of the action of Sri Sobran Singh which is said to be a misconduct punishable under clause 19(5) of the Certified Standing Orders of the Company. The employers have mentioned in details the charges against the workman in their written statement and I have reproduced the same in paragraph 4 of my award. I do not consider it, therefore, necessary to mention the same against at this place. Ext. M-2 is the reply of the workman to the charge-sheet issued to him. The reply is the total denial of his taking part in the alleged occurrence and it is accordingly submitted that he had not committed any misconduct whatsoever as alleged in the chargesheet and the charge-sheet was falsely issued to him to take less bonus and to victimise him for refusing to take bonus offered to him. At this place I like to refer to Ext. M-2, 'the copy of Certified Standing Order of the Company. According to Sub-clause 5 of clause 19 of the said Standing Order riotous or disorderly or indecent behaviour of the workmen amounts to a misconduct and an employee is liable to be dismissed or punished otherwise if he is found to be guilty of such misconduct. The misconduct attributed to the workman in the present case is this that on 29th September, 1965 at about 3-20 p.m. certain employees of the employers were in queue to receive payment of bonus at the payment counter at Jamadoba Colliery when the workmen concerned asked those employees not to accept payment and he also threatened to assault those who would accept the same, that at this time Sri S. N. Singh, Legal Assistant and Sri T. Prasad, Welfare Officer of the Company asked the concerned workman Sri Sobran Singh not to do all these, whereupon he left the payment counter in a threatening attitude and went in front of the Manager's office and shouted "JO BONUS UTHAYEGA USKA HADDI PASLI TOR DENGE. SINGH SAHEB SAB KO BONUS DILA RAHA HAI, US SALE KO MARO." and that he also incited a mob of about 100 persons to violence and assault those who were drawing payment of their bonus.

10. In order to prove the misconduct, aforesaid the management has examined 5 witnesses. Out of them MW-1 Sri N. K. Prasad is a formal witness. At the relevant time he was Senior Welfare Officer at Digwadih Colliery of the employers. He conducted the departmental enquiry on the chargesheet issued to the workman. He has proved the evidence recorded by him in the departmental enquiry and also the report submitted by him to the management after enquiry. All these have now become irrelevant in view of the decision of the Hon'ble High Court that the domestic enquiry was not fair and impartial inasmuch as enquiry was held at Digwadih and not at Jamadoba for which the concerned workman made objection giving reasons there for and the workman did not participate in the enquiry. He is not an eye witness to the alleged occurrence and he does not also claim to be so in his evidence before the Tribunal. His evidence is, therefore, not at all helpful in coming to the conclusion regarding the charge against the concerned workman.

11. Other witnesses on the point are, MW-2 Sri S. N. Singh who at the relevant time was Legal Assistant of Tata Iron & Steel Company Limited working in C.M.E.'s office, MW-3 Sri T. K. Prasad, who at the relevant time was the Personnel and Welfare Officer of the TISCO at Jamadoba Colliery, MW-4 Sri Yadubans Singh who at the relevant time was working in

the office of the C.M.E. in personnel department of the TISCO at Jamadoba as a clerk and MW-5 Sri Subedar Mishra, who was Havildar in Watch and Ward department of Collieries of the Tatas and posted at Jamadoba. The evidence of MW-3 Sri S. N. Singh is to the effect that 29th September, 1965 at about 3 p.m., he came to Jamadoba Colliery office to draw his bonus when he saw a number of clerks of C. M. E.'s office assembled in the office of the Head clerk of the said colliery. He enquired from them as to why they had assembled there and learnt that they had also come to draw their bonus and when they went to draw their bonus certain persons were threatening to assault those who would draw the same. Sri S. N. Singh asked them to accompany him to payment counter and there they were in the queue and thereafter 4 out of them drew their bonus. The witness states that at this stage Sri Sobran Singh came with a stick in his hand and dragged out from the line Sri Gopalak, the next man to draw the bonus, and threatened him to assault if he would draw the bonus. The evidence of Sri S. N. Singh is that he asked Sri Sobran Singh not to prevent those who were drawing bonus whereupon Sri Sobran Singh went towards Manager's office with violent attitude followed by the witness MW-2 states that about 100 workmen were standing near the manager's garage and Sri Sobran Singh went to them saying "SINGH SAHEB SAB KO PAISE DILATA HAI" He also shouted from among the mob "JO PAISA UTHAYEGA USKA HADDI PASLI TOR DENGE, SINGH SAHEB KO MARO." At this time the mob moved towards Sri S. N. Singh. But they could not reach him because of the intervention by the Watchman and the Police present there. Sri S. N. Singh states that he informed on phone Sri G. P. Prasad, the Chief Personnel Officer immediately and the said officer along with officer-in-charge of the Jorapokhar P. S. with some police force came there.

12. MW-3 corroborates MW-2 on all material facts from the beginning i.e. from about 3 p.m. of 29th September, 1965 till the police arrived. From the evidence on records it appears that the police arrived there at about 4.30 p.m. on that day. From the evidence of MW-3 it appears that his office was in the building in which the Manager's office is located and on the date of occurrence he was on duty from 8 a.m. From the evidence of this witness as well as MW-2 it appears that when MW-2 came at about 3 p.m. both of them went to the office of the Head clerk and learnt as to why the clerks of C. M. E.'s office had assembled there and at the instance of Sri S. N. Singh these clerks went to the payment counter to receive their bonus and both MW-2 and MW-3 went near the said counter. MW-3 states that he heard Sri Sobran Singh shouting "JO BONUS UTHAYEGA USKA HADDI PASLI TOR DENGE" and also shouting "SINGH SAHEB SALA BONUS UTHWATA HAI". The witness further states that when Sri S. N. Singh asked Sri Sobran Singh not to prevent those who were drawing bonus, he went outside followed by Sri S. N. Singh and the witness also saw Sobran Singh leading a mob of about 100 persons and shouting "SALA SINGH SAHEB BONUS DILATA HAI, USKO MARO" and the mob actually moved towards Sri S. N. Singh.

13. NW-4 is Sri Yadubans Singh who was working in the office of the C.M.E. in Personnel Department at the relevant time at Jamadoba Colliery as a clerk. He came to the place at about 3-30 p.m. on 29th Sept. 1965. From his evidence it appears that he was coming with other clerks of C.M.E.'s office at about 3 p.m. and on the way he had to stop at the market for his some personal work and so other clerks proceeded ahead and he reached later on at about 3-30 p.m. From his evidence it appears that when he reached the place he saw an assembly of about 100 persons in front of Manager's office and the mob was using threatening words that those who would draw bonus would be assaulted. He also saw Sobran Singh shouting "SINGH SAHEB SAB KO BONUS DILATA

HAI USKO MARO". The witness states that he stopped there for 2 to 3 minutes and then left the place without drawing bonus. I have already stated above that MW-5 was Habildar in Watch and Ward Department of the Collieries of the TISCO and was posted at Jamadoba and on the day of occurrence i.e. on 29th September, 1965 he was posted at Jamadoba colliery from 8 a. m. to 5 p. m. The witness states that at about 3.15 p. m. he heard Sobran Singh shouting "SINGH SAHEB BONUS UTHWATA HAI US SALE KO MARO". and at that time Sri S. N. Singh was standing outside the manager's office. The evidence of MW-5 further is that the mob and Sri Sobran Singh proceeded towards Sri S. N. Singh when 2 police constables and watchmen of Watch and Ward Department of the Colliery and Sri T. K. Prasad intervened. From his evidence it appears that he witnessed the latter part of the occurrence i.e., what happened after Sri Sobran Singh came from the payment counter to the place where the mob had assembled.

14. I have already pointed out above that the only witness examined on behalf of the workmen in the present proceeding is the concerned workman Sri Sobran Singh (WW-1). He was examined and cross-examined before the case was remanded by the Hon'ble High Court and after remand the workmen did not examine further the said witness nor they examined any other witness though opportunity for the same was given to them. WW-1 in his evidence denies to have prevented any body from drawing bonus or to have threatened those who were drawing bonus or to have incited any mob to assault Sri S. N. Singh or to have abused him as stated in the chargesheet issued to him.

15. I like to mention at this stage the cases made out by and on behalf of the workman concerned from time to time which go to corroborate the evidence given by MW-2 to MW-5 referred to above, as to the origin of the alleged occurrence, the place of occurrence, the time of occurrence and the presence of Sri Sobran Singh and Sri S. N. Singh at the scene of the occurrence. In his reply to the chargesheet Ext. M-2 the concerned workman has stated as follows:—

"I had finished my work at the Washing Plant at 3 p.m. of 29th September, 1965 and I found some people attending in front of the Jamadoba Manager's office. They did not want to take the bonus. I also stood behind them.....Mr. Singh (meaning Mr. S. N. Singh) asked me to draw my bonus and advise others to do so. But I said I would not draw less bonus. If others want to take less bonus they can do that. Mr. Singh got angry with me and made a false complaint and a chargesheet has been issued." According to the case of the employers the disorderly and indecent behaviour of Sri Sobran Singh started when the clerks of C.M.E.'s office stood in queue at the payment counter for drawal of bonus. The fact that the clerks of C.M.E.'s office did come for drawal of bonus will appear from the suggestion made on behalf of the workmen to MW-2 Sri S. N. Singh in cross-examination. The suggestion is that he had taken with him the clerks of the C.M.E.'s office to the office of the Head Clerk, Jamadoba Colliery and that they were not present there before his arrival. The fact that there was some difference between some of the workmen and the management regarding the amount of bonus declared by the Company to be paid to the workmen will appear from the evidence of MW-4 Sri Yadubans Singh in cross-examination. The witness states in paragraph 5 of his cross-examination that there was dispute between the workers and the management regarding the amount of bonus to be paid by the management to the workmen. The workmen were saying that the bonus declared by the management at the colliery was less than what the workers at Jamadoba were getting. From the evidence of MW-3 Sri T. K. Prasad it appears that the counter for payment of bonus opened at

9 a.m. on 29th September 1965 but before 3 p.m. no workmen drew bonus. The witness states further that the crowd of workmen had assembled at 9 a.m. but there was no disturbance till the time alleged i.e. in between 3 and 3-30 p.m.

16. On behalf of the workmen certain discrepancies in the statements of MW-2 and MW-3 have been pointed out at the time of argument. The discrepancies, in my opinion are minor in nature and they do not affect the merit of the case in its larger aspect and on material particulars. It is pointed out that in cross-examination the statement of MW-2 is that Sri Yadubans Singh (MW-4) was one of the clerks present in the office of the Head clerk when the witness came there. MW-3 also went to the office of the Head clerk along with MW-2 and his evidence is that Yadubans Singh was not there. This was before the clerks of the C.M.E.'s office were led to the payment counter by Sri S. N. Singh and it was at about 3-15 p.m. From the evidence of Yadubans Singh it appears that he was not present either in the office of the Head clerk or in the queue at the payment counter. But he came at about 3-30 p.m., stopped near the crowd assembled outside Manager's office and then left the place. I may mention here that Sri S. N. Singh in his evidence in cross-examination does not assert that Sri Yadubans Singh was present in the office of the Head clerk and he qualifies his statement by saying that so far as his memory goes Yadubans Singh was also among other clerks there. It cannot in the circumstance be said that in view of the said statement no reliance should be placed on the testimony of Sri S. N. Singh. It is next submitted that the chargesheet shows that the Manager issued chargesheet against Sri Sobran Singh on the basis of a report received by him, but the chargesheet does not show from whom he received the report and this is indicative of the fact that the charges levelled against the workman are imaginary ones. It is true that the name of the person from whom report was received by the Manager has not been mentioned in the chargesheet. In my opinion, this is not such a material point as to vitiate the entire proceeding or to disbelieve the charges straight-away. In this connection reference may be made to the statement on MW-2 who says that it was he who made the complaint to the Manager of the Washing Plant. The workman in his reply to the chargesheet Ext. M-2 has also admitted that on the basis of the complaint of Sri S. N. Singh the chargesheet was issued. There is thus no substance in the above submission on behalf of the workmen. It is next submitted that the natural witnesses viz. the Head clerk, the clerks at the payment counter, the persons who were in queue at the payment counter and the police constables and the Watchmen, who were on duty at the relevant time, have not been examined in this case and as such adverse inference should be drawn as against the case of the management. I am unable to accept this submission as well. The question that arises for consideration is as to whether on the evidence adduced by the management the charges levelled against the workman has been established or not. If the charges have been established it is immaterial whether this witness or that witness was examined or not. It is also not necessary that for the same point large number of witnesses are required to be examined. Mr. Sharma on behalf of the workmen next submits that there are discrepancies in the statement of MW-2 and MW-3 about the movement of Sri Sobran Singh at the time of the alleged occurrence. It is pointed out that according to MW-2 Sri Sobran Singh asked the workmen at the counter not to draw the bonus to which he, Sri S. N. Singh, protested and asked Sobran Singh not to obstruct those who were willing to draw bonus. Thereafter, the evidence of MW-2 is that Sobran Singh left the place and went towards Manager's office, where the crowd had assembled, with threatening attitude. According to MW-3 when Sri S. N. Singh asked Sobran Singh not to prevent the workmen from taking bonus, the

latter went to the canteen close by and from there he went near the Manager's office where the crowd had assembled. The above discrepancy is very minor in nature and no importance should be attached to it. It is the common evidence of both MW-2 and MW-3 that from near the counter Sobran Singh went to the mob near Manager's office and there he incited the mob to assault those who were drawing bonus and also Sri S. N. Singh who was responsible to have the bonus drawn by some of the workmen.

17. I have carefully considered the evidence of MW-2 to MW-5, both in examination in chief and cross-examination, and also the attending circumstances of the case and I have no reason to doubt the testimony of the said witnesses and I accept the same. In consideration of their evidence I find that the witnesses have successfully proved that when the clerks of C.M.E.'s office were in the queue near payment counter for drawing bonus and were drawing the same, the concerned workman Sri Sobran Singh asked them not to draw the bonus and threatened to assault those who would draw the same, that he used abusing language as against Sri S. N. Singh as he was responsible for the drawal of bonus by some workmen and that he incited the mob who had collected at a short distance from Manager's office i.e. to assault those workmen who were drawing bonus and also to assault Sri S. N. Singh. All these actions of Sri Sobran Singh amount to riotous and indecent behaviour and accordingly they amount to misconduct punishable under clause 19(5) of the Certified Standing Order of the Company.

18. At the time of the hearing, argument was advanced on behalf of both the parties regarding the applicability of the provisions of Section 11(A) of the I.D. Act to the present case. On behalf of the management the submission is that the provisions are prospective in operation and they will not apply retrospectively and also to the pending references. The submission on behalf of the workman on the other hand is that the provisions of Section 17(A) will apply to the present case and they will apply retrospectively to all the pending cases. I may mention here that Section 11(A) was included in the statute book by the Industrial Disputes Act (Amendment) Act, 1971 (Act No. 45 of 1971) and it became operative with effect from 15th December 1971. Of course difference consequences will follow if section 11(A) will have retrospective operation and if its effect be prospective. I do not propose to express my opinion in the present case as to prospective or retrospective operation of Section 11(A) of the I.D. Act in view of the specific direction of the Hon'ble High Court in C.W.J.C. 215 of 1969, already referred to above, as to how the Tribunal will proceed with the hearing of the reference in question after remand.

19. In view of what I have said above I find that the charges levelled against Sri Sobran Singh by the management have been proved to the hilt. The charges so proved are no doubt serious in nature and the workman in such a case deserve deterrent punishment. The management has already dismissed the workman from service on account of the said actions under the clause 19(5) of the Certified Standing Order referred to above. Considering the nature of the charges proved it must be held that the action taken by the management in dismissing Sri Sobran Singh from service is not unjustified. My finding, therefore, is that the dismissal of Sri Sobran Singh, Heavy Tyndal, Washing Plant, Jamadoba Colliery with effect from the 5th March, 1966 by the management of Tata Iron and Steel Company Limited was justified. In view of this finding the concerned workman is not entitled to any relief in this reference.

20. This is my award. Let it be submitted to the Central Government under Section 15 of the Industrial Disputes Act, 1947.

(Sd.) B. S. TRIPATHI,
Presiding Officer,
Central Govt. Industrial Tribunal (No. 3)
Dhanbad.

[No. 2/88/66-LR.II.]

S.O. 2346.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal No. 2, Dhanbad, in the industrial dispute between the employers in relation to the management of Lakurka Colliery of Messrs Lakurka Coal Company Limited, Post Office Katrasgarh, District Dhanbad, and their workmen, which was received by the Central Government on the 1st August, 1972.

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL (NO. 2) AT DHANBAD

Present:

Shri Nandagiri Venkata Rao, Presiding Officer.

Reference No. 21 of 1970.

In the matter of an industrial dispute under S.10(1) (d) of the Industrial Disputes Act, 1947.

PARTIES

Employers in relation to the management of Lakurka Colliery of Messrs. Lakurka Coal Company Limited, Post Office Katrasgarh, District Dhanbad

And

Their workmen.

Appearances:

On behalf of the management of Lakurka Colliery of Messrs Lakurka Coal Company Ltd.

AND

On behalf of Bharat Coking Coal Ltd.—
Shri S. S. Mukherjee, Advocate.

On behalf of the workmen.—Shri Ram Mitra, Secretary, Bihar Koyala Mazdoor Sabha.

State: Bihar.

Industry: Coal.

Dhanbad, 28th July, 1972

6th Sarvana, 1894, Saka.

AWARD

The Central Government, being of opinion that an industrial dispute exists between the employers in relation to the management of Lakurka Colliery of Messrs Lakurka Coal Company Limited, Post Office Katrasgarh, District Dhanbad and their workmen, by its order No. 2/125/70-LR.II dated 21st October, 1970 referred to this Tribunal under Section 10(1)(d) of the Industrial Disputes Act, 1947 for adjudication the dispute in respect of the matters specified in the schedule annexed thereto. The schedule is extracted below:

SCHEDULE

"Whether the action of the management of Lakurka colliery of Messrs Lakurka Coal Company Limited, Post office Katrasgarh, District Dhanbad, in terminating the services of Shri Habib Milan, Prop Mistry, with effect from the 12th May, 1970, was justified? If not, to what relief is the workman entitled?"

2. Parties filed their statement of demands. On behalf of the workmen rejoinder to the statement of the employers also is filed.

3. By its order No. 2/157/37 LR.II dated the 13th March, 1968 the Central Government, in the Ministry of Labour, Employment & Rehabilitation made a reference to the Central Government Industrial Tribunal, Dhanbad in respect of an industrial dispute described in the schedule and it was as follows:—

"Whether the management of Lakurka Colliery of Messrs Lakurka Coal Company Limited, Post office Katrasgarh, District Dhanbad was justified in refusing the post of Prop Mistry to Shri Habib Mian, with effect from the 4th May, 1967? If not, to what relief is the workman entitled?"

The Central Government Industrial Tribunal, Dhanbad registered the reference as Reference No. 22 of 1968 and, after due enquiry made the award on 27th December, 1968, finding that the affected workman, Habib Mian was employed before 4th May, 1967 as a Prop Mistry and holding that M/s. Lakurka Coal Co. Ltd. was not justified in refusing the post of Prop Mistry to him with effect from 4th May, 1967 and that he was entitled to be given permanently the post of Prop Mistry with effect from 4th May, 1967 and he should be entitled to his wages as Prop Mistry from the above date. The Secretary, Bihar Koyala Mazdoor Sabha, the same labour union which had raised and contested the previous industrial dispute adjudicated in Reference No. 22 of 1968 by the Central Government Industrial Tribunal, Dhanbad raised an industrial dispute again by his letter dated 25th May, 1970 before the Assistant Labour Commissioner (Central) (V), Dhanbad that the management of Lakurka Colliery, in spite of the award in Reference No. 22 of 1968 did not like to pay the wages of Prop Mistry to the affected workman and as such adopted the *malafide* step of terminating his services with effect from 11th May, 1970 on the ground of his being surplus. On behalf of the management it was contended that the affected workman was retrenched from service as he was found surplus to their requirement and he was paid the notice pay, retrenchment compensation and other dues. However, the conciliation having failed the Central Government made the present reference to this Tribunal. These facts are not in dispute. According to the workman the termination of services of the affected workman was victimisation, that after receiving the termination letter the affected workman raised the industrial dispute with the management but to no avail and that the termination of services was illegal and unjustified. In their statement the management denied that any industrial dispute was raised by the affected workman or his union in respect of termination of his services. The case of the management is that the affected workman was confirmed as a Prop Mistry effective from May, 1967, that there were three other prop mistries senior to the affected workman, that since April/May, 1970 the job of one prop mistry became surplus of requirement and that, as such the employers terminated his services by way of retrenchment after offering him one month's pay, retrenchment compensation and other legal dues, which he refused to accept but received when sent by money order. In the rejoinder the workman reiterated the plea taken by them in their earlier statement.

While the case was pending at the stage of filing of documents, the Bharat Coking Coal Ltd. was impleaded under S. 18 of the Industrial Disputes Act, 1947 on the application of the workman. Statement was filed on behalf of the Bharat Coking Coal Ltd. adopting the written statement filed by the management and further pleading that there was no relationship of employer and employee between them and the affected workman, that there was no industrial dispute between them and the workmen and that the Bharat Coking Coal Ltd. is in no way liable or responsible for any act of the past management prior to the date of taking over of the colliery under the Coking Coal Mines (Emergency Provisions) Act, 1971. The workmen were represented by Shri Ram Mitra, Secretary, Bihar Koyala Mazdoor Sabha and the management and

Bharat Coking Coal Ltd. by Shri S. S. Mukherjee, Advocate. On admission by the parties, Ext. W.1 for the workmen and Ext.M1 for the management were marked. On behalf of the workmen 2 witnesses were examined and Exts. W.2 to W.5 were marked. Management examined 3 witnesses and marked Exts. M2 to M.15.

In spite of the award in Reference No. 22 of 1968, Ext. W.1 the contention of the management is that the affected workman was employed as a Prop Mazdoor in June, 1960 and he was confirmed as a Prop Mistry effective from May, 1967. On the other hand the case of the workmen from the stage of conciliation proceedings, has been that the affected workman was employed in the colliery from 1957, at first as a miner and from 1964 as a Prop Mistry. The Central Government Industrial Tribunal gave the finding in its award, Ext. W1 that the affected workman was a Prop Mistry at least from 4th May, 1965 in view of the certificate issued by the then manager of the colliery S. R. Sinha, and as such refusal on the part of the management the post of Prop Mistry to the affected workman from 4th May, 1967 was unjustified. Against this finding the management now contends that it had confirmed the affected workman from some time in 1967, as though the affected workman was not a Prop Mistry at all prior to 1967. The award, Ext.W.1 was made on 27th December, 1968 and Ext.M1 the letter from the management of the colliery to the affected workman dated 11th May, 1970 stated thus: "Vide the Award given by the Presiding Officer of the Central Government Industrial Tribunal at Dhanbad you have held to have been employed as Prop Mistry and your category of Prop Mistry is confirmed by us. But we regret to inform you that you are surplus as there is no job for a Prop Mistry in the colliery. Please therefore take notice that your services are terminated with effect from receipt by you of this letter". It is manifest from this letter that the management did not take any step to give the job of Prop Mistry in terms of the award, Ext.W1 till 11th May, 1970 and on this date his category as Prop Mistry is confirmed and simultaneously his services are terminated. On behalf of the management Form B register is produced and its evidentiary value is shown as immense in view of S. 48 of Mines Act and Rule 77 of the Mines Rules. In this register names of workmen who are employed upto 1st August, 1970 are entered but in spite of my best efforts I did not find the name of the affected workman as Prop Mistry at any time either before or after May, 1967. In this view of the matter I find considerable force in the argument that the management has found an easy method to flout the directions and the effect of the Award, Ext. W. 1. It is argued that in every case of an award holding the affected workman as entitled to reinstatement, the management can issue a letter saying that it has reinstated the workman and in the same breath stating that it has terminated his services owing to surplusage retrenchment and thus nullify the award. I cannot say that the argument is devoid of force. The plea of the management that the services of the affected workman were terminated owing to surplusage and retrenchment requires to be considered carefully.

5. In view of the award, Ext. W.1 the affected workman should be deemed to be a permanent Prop Mistry in the colliery on and from 4th May, 1967 and the management has also admitted this position. The contention of the management is that they have terminated his services by way of retrenchment because he was found surplus from 11th May, 1970, and that since April/May, 1970 the job of one Prop Mistry became surplus to the requirement. It is now a settled law that retrenchment as defined in S.2(oo) and as used in S.25 F of the Industrial Disputes Act, 1947 has no wide meaning than the ordinary accepted connotation of the word, which means the discharge of surplus labour or staff by the employer. The expression "for any reason whatsoever" relates only to the termination of surplus staff or establishment. The onus

was lying on the management to show that the affected workman as a Prop Mistry was surplus to their requirement or that since April/May, 1970 the job of one prop mistry became surplus to the requirement. In this regard, except the bald statement "but we regret to inform you that you are surplus as there is no job for a Prop Mistry in the colliery" in Ext. M1, there is no documentary evidence produced to prove that the affected workman was surplus to the requirement of the management. MW.1 is the manager of the colliery since 1965. He also deposed 'as his services were found surplus he was retrenched with effect from 12th May, 1970'. There is nothing in his evidence to show how many prop mistries were working in the colliery and how many of them satisfied the requirement of the management. MW. 2 is the personnel officer since 1970 and he has come to the witness box only to prove that Ext. M4 was prepared under his direction. MW. 3 is the assistant manager of the colliery since 1967. He says that by the time the award came they had already three prop mistries working in the colliery and they could not promote the affected workman as prop mistry in accordance with the award because they had no vacancy. It cannot be said that the management has no documentary evidence at all to show how many prop mistries were there in the colliery. Form B register is of importance as it is a statutory register to be maintained under S. 48 of the Mines Act and Rule 77 of the Mines Rules. In this register names of workmen appointed from 1933 to 1970 are shown. At serial numbers 150, 151 and 152 names of prop mistries are shown. Apart from the three, name of no other prop mistry can be found in this register. Under Col. 8 date of termination or leaving of employment is to be shown. But against names of those workmen who died or left the employment only "expired" or "left" is written. Against the S. No. 150 in Col. 3 "left" is written. It is not known when but it is a proof that the prop mistry, Mangroo Kumar was no more in the colliery and there were only two prop mistries excluding the affected workman. As I have already pointed out, the Tribunal passing the award, Ext. W1 had found that the affected workman was a prop mistry atleast from 4th May, 1965 and there was no justification for refusing him the job with effect from 4th May, 1967. It means that having refused the job of prop mistry illegally and unjustifiably to the affected workman from 4th May, 1967 the employers had appointed another prop mistry to meet their requirement and owing to this new appointment the assistant manager, MW3 says that by the time of the award they had already three prop mistries working in the colliery and on this ground they found the affected workman surplus. In this view I cannot agree that the affected workman was surplus to the requirement and, as such the termination of his services cannot be termed as retrenchment. That apart, under S. 25 F of the Industrial Disputes Act, 1947 certain conditions should be satisfied before an employee is retrenched and, the conditions being conditions precedent no employee can be retrenched unless and until each of the conditions is fulfilled. Two of the conditions are giving of one month's notice or payment of wages in lieu of the notice and payment of retrenchment compensation. From the evidence of MW. 1 it appears that the letter of termination of services, Ext. M1 and the letter offering notice pay and retrenchment compensation, original of Ext. M3 are issued simultaneously on 11th May, 1970 and sent by the peon book. As seen from the peon book the letter of termination of services, Ext. M1 was received by the affected workman on the same day i.e. 11th May, 1970. But the case of the management is that the affected workman refused to receive the letter, Ext. M3 and as such the amount of Rs. 1333.38 was sent to the affected workman by two postal money orders which the affected workman received as per Exts. M7 to M10. The peon carrying the peon book is not examined. However that might be, let me proceed with the assumption that

the affected workman refused to receive, Ext. M3 and the amount of Rs. 1333.38 taken to him by the peon. The question is did this amount of Rs. 1333.38 represented fully the notice pay and retrenchment compensation? MW2 had prepared the three vouchers, Ext. M4 constituting the amount. The total of the amount of the three vouchers could not be Rs. 1333.38, it is (Rs. 1219.90..Rs. 80.26..Rs. 251.60) Rs. 1551.76 MW.1 says that the three original vouchers, Ext. M4 and the letter, Ext. M3 and a sum of Rs. 1333.38 were sent to the affected workman. The amounts do not tally. The peon taking the amount is not examined to show actually how much amount he had taken to the affected workman. The amount mentioned in Ext. M3 is Rs. 1333.38. The amount covered by the three vouchers, Ext. M4 consists of retrenchment compensation, provident fund and bonus for two quarters. Let me see if the notice pay and retrenchment compensation alone, which are required to be paid under S. 25F of the Industrial Disputes Act, 1947 amount to Rs. 1333.38. As per the first sheet of Ext. M4 retrenchment compensation is Rs. 1129.50 and as per the third sheet the notice pay is Rs. 232.96. The total of these two items alone is Rs. 1362.46. So, the amount of Rs. 1333.38 offered by the management to the affected workman was not sufficient to meet his retrenchment compensation and wages in lieu of notice. In other words, even according to the case of the management as put forth by it, it did not pay or offer the retrenchment compensation and notice pay to the affected workman and as such it could not retrench him. In short, neither there was surplusage nor were the conditions (a)(b) of S. 25F of the Industrial Disputes Act, 1947 were complied with, and as such the affected workman could not have been retrenched. No other ground is either pleaded or proved by the management to justify termination of services of the affected workman.

6. It was pleaded on behalf of the management that neither the affected workman nor any union on his behalf had raised the industrial dispute in respect of termination of his services with the management before it was raised with the conciliation officer. This plea was denied by the workman WW.1 is the secretary of the Central Executive Committee of Bihar Koyala Mazdoor Sabha. It is in his evidence that he along with the affected workman took the original of Ext. W2 and submitted it to the manager of the colliery, and he requested the manager to give work to the affected workman. But the request was rejected by the manager, Ext. W2 is the office copy of the letter dated 15th May, 1970 addressed to the manager by the affected workman with reference to the letter of the manager, Ext. M1 dated 11th May, 1970 stating that his services were retrenched. In this letter it was stated that an industrial dispute was being raised and a request was made to withdraw the termination letter. WW.1 says that Ext. W2 and its original were drafted by him and the affected workman had put his LTI on both of them in his presence. WW.1 has further deposed that on his own accord he had addressed one more letter, original of Ext. W3 to the manager in the same connection and he had delivered it personally to the manager. He also deposed that before delivering Ext. W3 he had had a talk with the manager on telephone on 16th May, 1970. Nothing is elicited in the cross-examination to contradict the witness. One question put to the witness to which answer was elicited is significant. In reply to the question of the management the witness stated "It is not true that the manager had told me that he could keep the affected workman only as a prop mazdoor and not as a prop mistry". It means that there was truth in the statement of the witness that he had approached

the manager with a request to take back the termination order and also take back the affected workman as a prop mistry. WW. 2 is the affected workman. He has corroborated WW.1 saying that he and WW. 1 submitted the original of Ext. W. 2 to the manager in person. The manager, MW. 1 has denied the facts deposed to say WW.1 and WW.2. But a reading of the evidence shows that WW. 1 and WW. 2 have spoken the truth. That apart, as pointed out by the Patna High Court in *Radio Foundation Engineering Ltd. v. State of Bihar & others* (1970-Lab-IC 1119) it is not in every case that the affected workman should raise the dispute with the management before it is raised with the conciliation officer. The failure report accompanying the order of reference shows that in respect of wrongful termination of services of the affected workman, the Secretary, Bihar Koyala Mazdoor Sabha, Dhanbad vide his letter dated 25th May, 1970 raised an industrial dispute before the Assistant Labour Commissioner (C) (V), Dhanbad and to the letter the management had submitted written comments on 13th June, 1970. The Patna High Court in CWJC 1513 of 1969 has held that the demand on the management through the Assistant Labour Commissioner (C) which the management refuted in its communication to the Assistant Labour Commissioner constituted the demand and refusal for the existence of an industrial dispute. For these reasons I find no substance in the objection.

7. Among the objections taken by Bharat Coking Coal Limited the one relating to their liability is crucial. Their contention is that they are not responsible to discharge the liability incurred by the previous management. Pending the reference before this Tribunal the Government of India by an Ordinance viz. The Jharia Coking Coal Mines (Emergency Provisions) Ordinance, 1971 dated 16th October, 1971 took over the management of 214 coking coal mines including the Lakurka colliery of the instant case. The Ordinance is replaced by the Coking Coal Mines (Emergency Provisions) Act, 1971 giving it retrospective effect from 16th October, 1971 and stating that all the acts done under the Ordinance should be deemed as having been done under the Act. The Custodian appointed under the Ordinance was replaced under S.5(7) of the Act by the Bharat Coking Coal Limited, a Government company. Under the provisions of the Ordinance and the Act the administration or management of the colliery was taken over by the Government of India as a running concern with all its properties and Assets. No part of the management, administration, property or assets relating to the colliery seem to have been left with the previous management. All the workmen of the colliery as they were under the previous management were taken over without any break in service. Consequently, all of them have become employees of Bharat Coking Coal Limited. The decision of the Supreme Court in *Bihar State Road Transport Corporation v. State of Bihar* (1970-II-L.L.J 138) is a case on the point. In view of this decision I have no hesitation to hold that Bharat Coking Coal Limited is successor-in-title of the previous management as far as the colliery is concerned and as such they are responsible to accept the affected workman as a Prop Mistry in the colliery and to pay him his wages and other dues from the date of taking over of the colliery by the Government of India till the date of reinstatement of the affected workman as a permanent Prop Mistry. It is to be remembered that the reference under consideration is as regards justification of termination of services of the affected workman on the part of the management of the colliery and it has nothing to do with the employers and the name of the employers is mentioned only to describe the management. I do not find any substance in the objection of the Bharat Coking Coal Limited that there was no relationship between them and the affected workman of employer employee, because it is an admitted position that all the employees of the colliery along with the manager as on 16th October, 1971

were taken over by the Government of India with effect from 17th October, 1971 and thus, they have all become employees of the Government of India and also of Bharat Coking Coal Limited. The termination of services of the affected workman with effect from 12th May, 1970 having been held as unjustified he should be deemed to be in service of the colliery as a permanent prop mistry on 16th October, 1971 and as such he also should be deemed as an employee of Bharat Coking Coal Limited from 17th October, 1971. I also do not find any force in the objection of Bharat Coking Coal Limited that there was no dispute or difference between them and the affected workman regarding the subject matter of the reference. As I have already held, the dispute was raised by the affected workman with the previous management before it was raised with the conciliation officer and the Bharat Coking Coal Limited being a successor-in-title of the previous management, the dispute should be deemed as having been raised before the Bharat Coking Coal Limited.

8. As a result of the above discussion I find that the management of Lakurka colliery of Messrs Lakurka Coal Company Limited, Post office Katraggarh, District Dhanbad was not justified in terminating the services of the affected workman, Shri Habib Mian, Prop Mistry with effect from the 12th May, 1970 and, consequently the management is liable to pay to him the arrears of his wages and other emoluments as a Prop Mistry with effect from 12th May, 1970 till 17th October, 1971 and Bharat Coking Coal Limited is liable to reinstate the affected workman as a permanent Prop Mistry in the Lakurka Colliery and pay him his wages and other dues till the date of his reinstatement from 17th October, 1971. As the successor-in-title of the management of Lakurka colliery of Messrs Lakurka Coal Company Limited, the Bharat Coking Coal Limited is also liable to pay to the affected workman his wages and other dues as a permanent Prop Mistry from 12th May, 1970 to 17th October, 1971. The award is made accordingly and submitted under S.15 of the Industrial Disputes Act, 1947.

(Sd.) N. VENKATA RAO,
Presiding Officer,
Central Govt. Industrial Tribunal (No. 2),
Dhanbad.

[No. 2/125/70-LR.II.]

S.O. 2347.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal, Hyderabad, in a petition filed under Section 33A of the Act by (1) K. Raja Reddy, (2) K. Madhava Rao, (3) N. Niranjan Chery and (4) G. Venkateswara Reddy, Ex-Control Room Attendants of Godavari Bhani, Ramagundam Division of Singareni Collieries Company Limited (Andhra Pradesh), which was received by the Central Government on the 1st August, 1972.

**BEFORE THE INDUSTRIAL TRIBUNAL (CENTRAL)
AT HYDERABAD.**

PRESENT:

Sri P. S. Ananth, B.Sc., B.L., Chairman, Industrial Tribunal (C), Andhra Pradesh, Hyderabad.

MISCELLANEOUS PETITION No. 311 OF 1971

In

INDUSTRIAL DISPUTE No. 30 OF 1967

BETWEEN

1. K. Raja Reddy, 2. K. Madhava Rao, 3. N. Niranjan Chery, 4. G. Venkateswara Reddy, Ex-Control Room Attendants, Singareni Collieries Company Limited, Ramagundam—
Petitioners.

AND

The Management, Singareni Collieries Company Limited, Ramagundam Division, Godavari Khanl, Kareemnagar District—*Respondent.*

APPEARANCES:

Sri A. Lakshmana Rao, Advocate—*for petitioners.*

Sri M. Shyam Mohan, Personnel Officer, Singareni Collieries Company Limited.—*for respondent.*

AWARD

This is a petition filed under Section 33A of the Industrial Disputes Act, 1947 (hereinafter referred to as the said Act) for directing the Management of Singareni Collieries Company Limited, Ramagundam Division, Godavari Khani not to alter the conditions of service applicable to the petitioners as Control Room Attendants and to retain their designations as Control Room Attendants and for directing the Management not to entrust the work other than that in the control room to the petitioners pending final disposal of this petition.

2. In the petition it is contended as follows: All the petitioners are the permanent employees of Singareni Collieries Company Limited and are working in the power house at Ramagundam as Control Room Attendants. Ever since the erection of the power house at Ramagundam, that is, from November, 1968 the petitioners are working as Control Room Attendants. The petitioners are certificate holders in the trade of Electricians from I.T.I. In the daily muster and weekly muster chart the petitioners are designated as control room attendants. For each shift of 8 hours duration one of the petitioners will be in charge of Control Room by rotation. As control room Attendants these petitioners control the working of generators, circuit breaker 11 K.V., control auxiliary transformers, and record readings of M.W. Meter, 11 K.V.—H.T. ammeter, and volt meter and other meters in the control room. The petitioners have to maintain daily and monthly records. The capacity of the power house at Ramagundam where these petitioners are working is 18 M.W. and the present production is 3 M.W. whereas the production of the power houses at Bellampalli and Kothagudam is 2.5 and 3.5 M.W. respectively. There is no control room attached to the power house at Bellampalli and Kothagudam. The petitioners are asked to attend 3 days in a week the general maintenance work which is the job of an electrician. This additional work constituted change in service conditions of the petitioners to their detriment. All the petitioners are persons concerned in I.D. No. 30 of 1967. Pending adjudication of the said dispute by this Tribunal, the respondent has changed the conditions of service of the petitioners without prior approval of this Tribunal and has thus contravened the provisions of Section 33 of the said Act. Further the respondent is extracting additional work from the petitioners by maintaining vagueness in their designation. The management intends to change the designation of the petitioners as it suits its convenience and thereby deprive the petitioners of their lawful claim in I.D. No. 30 of 1967. The petitioners are entitled to the grade of Rs. 245—440. So the respondent should be directed not to alter the condition of service and to retain their designation as Control Room Attendants.

3. The respondent filed a counter contending as follows: The petitioners are electricians in the company and are working as Control Room Attendants. The petitioners themselves have requested for a change in designation as Control Room Attendants. But as dispute was pending with the Assistant Labour Commissioner (Central), Hyderabad, their request could not be considered as it would amount to contravention of Section 33 of the said Act. Still that dispute is pending. The allegations that the petitioners having been designated as Control Room Attendants is denied. Their designations in the paysheets of the company are **Electricians only**. The Power House is a continuous process working all the 24 hours. One of the petitioners has to be there all the time. Their work is limited only to record the readings of the

matters and observe any abnormalities in the reading and bring it to the notice of the Engineer. As the power house is highly sophisticated, operation of switches is done only by the qualified staff present in each shift and not the petitioners as alleged. When the station is on operation there is absolutely nothing that the petitioners have to do either on the generators, transformers or circuit breaker. It is not correct to say that the petitioners are required to maintain the records. They only record 8 hours readings of the meter in a shift and nothing more. In other Power Houses at Kothagundam and Bellampalli these meters like ammeter, voltmeter and others are directly mounted on the switches while at Ramagundam as the operating voltage is 11 K.V. no meters could be mounted on the switches and these are in a central control room by means of step-down transformers. Thus the duties of control-room attendants at Ramagundam and switch-board, attendants at Kothagundam and Bellampalli do not absolutely differ in any way. Whatever readings are recorded at Bellampalli and Kothagundam are being recorded by the petitioners also at 18 M.V. station at Ramagundam. Thus the allegation that there is a change in their work and work-load compared to other power house is not correct. The petitioners are electricians and whenever they are idle their services are utilised only on one job either as Control-room Attendants or as Electricians and not both doing the 8 hours shift. One Control Room Attendant is required in each shift by rotation. An electrician has to relieve these Control Room Attendants in these shifts for 3 days in a week. He avails his rest for one day and the remaining 3 days in a week, being an Electrician by designation, his services are utilised for electrical maintenance and repair work in the station. There is thus no malafide on the part of the Management and much less change in service conditions as alleged. The installed capacity of the Power Station is 18 M.W. since the station started working satisfactorily i.e., from June, 1969, two generators have been working continuously for total demand of 12 M.W. As the mines are not fully developed the present demand is only 8 M.W. and still there is provision to meet extra demand of 4 M.W. For a load ranging from 5 to 12 M.W. always two turbo generators have to be used. This incidentally does not warrant any extra load of work of the petitioners. Thus it will be seen that the load in the station has absolutely no relevance to any increase or decrease in the work load of the petitioners. The petitioners are utilised either as Switch Board Attendants or as Electricians for the maintenance works which is a normal practice in other stations at Kothagundam and Bellampalli. It is only wrong interpretation of Section 33(A) of the said Act as the matter is not connected with the main dispute. The Management have not affected any change in the service conditions of the petitioners and there is no malafide intention in regard to extracting work or change in their service conditions or in their designation which is prejudicial to their interest in regard to their claim in I.D. No. 30 of 1967 pending adjudication.

4. The point that arises for determination is whether the petitioners are entitled to the relief that the respondent should be directed not to alter the conditions of service applicable to them as Control Room Attendants and to retain their designation as Control Room Attendants?

5. The petitioners are working as Control Room Attendants in the power house at Ramagundam belonging to the Singareni Collieries Company Limited, which is the respondent in this case. The contention of the petitioners is that though they are working as Control Room Attendants they are asked to attend 3 days in a week the general maintenance work which is the work of an electrician and that this is an additional work which constitutes change in service conditions and that the management intentionally changed the designations of the petitioners as it suited its convenience and thereby depriving the petitioners of

their lawful claim in I. D. No. 30/67 and so the respondent should be directed not to alter the conditions of service and to retain their designations as Control Room Attendants. The contention of the respondent is the pay-sheet of the company are electrician only, that one Control Room Attendant is required for each shift by rotation, that an electrician has to relieve these Control Room Attendants in the shift for 3 days in a week, that the Control Room Attendant avails his rest for one day and that for the remaining 3 days in a week being an electrician by designation, his services are utilised for electrical maintenance and repair work and that this does not amount to alteration of service conditions, that the petitioners are utilised either as Switch Board Attendants or as Electricians for the maintenance work which is a normal practice in other stations at Kothagudem and Bellampalli and that there is no prejudice to their claim in I. D. No. 30/67 is caused. Now it has to be seen whether there is really any alteration in the service conditions and whether at this stage any relief can be granted to the petitioner in view of the pendency of I. D. No. 30/67.

6. So far as I. D. No. 30/67 is concerned the dispute that is referred to for adjudication by this Tribunal is as follows:

"Subject to the views expressed and recommendations made by the Central Wage Board for Coal Mining Industry, and the agreement between the Management of Singareni Collieries Company Limited and their Trade Unions referred to, in paragraphs 3 to 6 of Chapter IX of the Wage Board's report, what further modifications and changes in the categorisation and wage structure recommended by the said Wage Board for West Bengal and Bihar coal fields are necessary to make the said categorisation and wage structure applicable to the workmen of the Singareni Collieries Company Limited, having regard to the special condition obtaining in the Andhra Pradesh coal fields."

So the dispute that is referred to for adjudication to this Tribunal is only to find out whether any further modifications and changes in the categorisation and wage structure recommended by the Wage Board for Bengal and Bihar coal fields are necessary to make the said categorisation and wage structure applicable to the workmen of Singareni Collieries Company Limited.

7. The Union which are parties to the dispute in I. D. No. 30 of 1967 filed their claim statements audit is enough to refer to the relevant portion of the claims statement filed by the Andhra Pradesh Colliery Mazdoor Sangh since the other claims statements are also almost on the same lines as the claims statement filed by Andhra Pradesh Colliery Mazdoor Sangh. In the claims statements the designation of the Control Room Attendant is not specifically referred to while referring to the workmen working in the power house. Only switch Board Attendants are mentioned while giving the summary of the demand in the claim statement filed by the Singareni Collieries Workers Union under the heading Power Houses. Control Room Attendants have not been specifically mentioned. The Switch Board Attendants have been mentioned in the claims statement filed by Andhra Pradesh Colliery Mazdoor Sangh only under the heading "D. Categories of workmen not covered by the Wage Board". So it is only after the whole evidence is recorded in I. D. No. 30 of 1967 the various categories of workmen have to be fixed up. So until then it cannot be said whether Control Room Attendants from a separate category or whether only electricians are deputed to do the work of Control Room Attendants and Switch Board Attendants as is contended by the respondent.

8. At this stage the evidence let in this case may be referred to P.W. 1 (Sri K. Raja Reddy) is working

as Control Room Attendant in Ramagundam Power House and he is one of the petitioners. No doubt some evidence had been let in about the detail of the work done by the Control Room Attendants and about the power generated by the Power Houses at Ramagundam Bellampalli and Kothagudem. But I feel that it is not necessary to refer to that part of the evidence as it is not quite relevant for the purpose of this petition because so far as the present petition is concerned all that has to be seen is whether there has been really any change in the service conditions and whether the direction should be given to the respondent as prayed for by the petitioners. P.W. 1 says that in I. D. No. 30 of 1967 Control Room and Switch Board Attendants have asked for modifications of wage structure and other conditions of service, that after the raising of that dispute though the petitioners are working as Control Room Attendants, the Management is calling them as electricians and so they now want that they should be called as Control Room Attendants till the disposal of I. D. No. 30 of 1967. At the same time he admits that no separate orders had been issued to him and other petitioner appointing them as Control Room Attendants, that they are designated as Electricians and that they are working in the Control Room. He also says that prior to the commission of the power house at Ramagundam they were working as Electricians and that even from 15th August, 1967 they worked as electricians till November, 1968. Now the evidence is that the power house at Ramagundam was commissioned in November, 1968. He also says that for working as Switch Board Attendants and as control room attendants they should have electrical training. According to him when the three persons are working in the three shifts the fourth person would also be in the Control Room attending to repairs if any doubt the Management had been insisting that the reliever should work in the general maintenance and so they are forced to work there. He says that all these four years they are doing the same work and that they are paid the same wages and that there is no change in their work and wages. So his evidence shows that the petitioners used to work for 3 days as Control Room Attendants and for 3 days they used to work in the general maintenance as Electricians and that prior to their being posted to the Control Room they were only working as Electricians. All that he wants to say now is that since he and other petitioners are forced to work as Electricians in the general maintenance they are doing the work there also. As already stated, it is seen from his own evidence, that all these years the petitioners are doing the same work and that there has been no change in their work. So under the circumstances it cannot be said that there has been any change in their service conditions.

9. So far as the designation of Control Room Attendants is concerned the petitioners want to rely on Exs. P. 1 and R. 1 to R. 3 where they are shown as Control Room Attendants. So far as this designation is concerned R. W. 1 (Sri A. M. Mathew), who is the Senior Division Engineer in the Power House at Ramagundam, says that there is no designation as pre-treatment plant and treatment plant that still for the purpose of preparing the list like Ex. P. 1 the persons working there are noted just to distinguish the places where they are working, and similarly, though there is no control room attendants, they are shown under that head just to show the place where they are working, that at Kothagudem and Bellampalli there is Control Room as such and so there is no designation as Control Room Attendants. According to him the designation of the petitioners as per their pay sheets is only electricians though they are working as Control Room Attendants ever since the power house was commissioned at Ramagundam and that it is only to distinguish them are shown in weekly holiday lists etc., as control room attendants and that the reliever has always been attending to the work in general electrical side also.

10. So from the evidence now adduced by the parties it cannot be conclusively held whether there is separate category as Control Room Attendants and whether the direction given to the petitioners to work for 3 days as electrician in the general maintenance can be said to be change in the service conditions. These matters have to be investigated only in I. D. No. 30 of 1967 which is pending. It is not as if the evidence in this case shows that all these years the petitioners were doing the duties in the control room exclusively and that they never worked as electrician in the general maintenance and that it is only subsequent to I. D. No. 30 of 1967 that the petitioners were compelled to work as electricians in the general maintenance for 3 days in a week by rotation. On the other hand the evidence shows that all these years the petitioner had been working as control room attendants and also as electricians in the general maintenance by rotation and that at the time when the petitioners were asked to do the duties in the control room they were only electricians. So as matters stand it cannot be said that the petitioners had been designated only as control room attendants and that the Management intended to change the designation of the petitioners to suit its convenience and thereby deprive the petitioners of their lawful claim in I. D. No. 30 of 1967 and that the Management had changed any conditions of service of the petitioners and thus contravened the provisions of the Section 33 of the said Act. As already stated, until I. D. No. 30 of 1967 is disposed of by

fixing the categorisation etc., the question whether the Management really intended to change the designation of the petitioners does not arise for consideration. The evidence shows that their prior to the petitioners being asked to work as control room attendants they were only electricians and that even in the pay sheets they are shown only as electricians. So as matter stands the status-quo has to be continued till I. D. No. 30 of 1967 is disposed of and any finding now given on the categorisation etc., in this petition would only be prejudging the relevant issues in I. D. No. 30 of 1967. So I held on this point that the petitioners are not entitled at this stage to the relief that the respondent should be directed not to alter the conditions of service applicable to them as control room attendants and to retain their designation as control room attendants.

11. In view of my finding on the point set down for decision it follows that the petitioners are not entitled to any relief in this petition at this stage and so the petition is rejected.

Award is passed accordingly.

Dictated to the Stenographer, transcribed by him and corrected by me and given under my hand and the seal of his Tribunal, this the 5th day of July, 1972.

(Sd.) P. S. ANANT.

Industrial Tribunal.

APPENDIX OF EVIDENCE

Witness examined for petitioners	Witness examined for respondent :
P. W. 1 K. Raja Reddy.	R. W. 1 A. M. Mathew
Documents exhibited for Petitioners :	Documents exhibited for respondents :
Ex. P. 1 . Weekly off list dt. 29-8-71 of Power House, Singareni Collieries Co. Ltd., Godavari Khanj,	Es. R. 1 . Statement dt. 2-8-69 showing the readings by control room attendants. Es. R. 2 . Statement dt. 15-6-70 showing the readings by the control room attendants. Ex. R. 3 . Statement dt. 31-3-1971 showing the readings by the control room attendants.

[No. 7/21/67-LR. II.]

(Sd.) P. S. ANANT.

Industrial Tribunal.

S.O. 2348.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the National Industrial Tribunal Dhanbad in the industrial dispute between the employers in relation to the management of the Amalgamated Electricity Company Limited, Bombay and their workmen, which was received by the Central Government on the 2nd August, 1972.

BEFORE THE NATIONAL INDUSTRIAL TRIBUNAL AT DHANBAD.

In the matter of a reference under section 10(1A) of the Industrial Disputes Act, 1947.

N. T. REFERENCE No. 8 OF 1967

PARTIES:

Between the Management of the Amalgamated Electricity Company Limited, Bombay.

AND

Their Workmen.

PRESENT:

Shri A. C. Sen, Presiding Officer.

APPEARANCES:

For the Employers.—Shri Y. S. Chitale, Advocate with Shri M. V. Bhatt, Advocate.

For the National Electricity and Engineering Workers Union, Bhubvandi.—Shri M. P. Mehta, Advocate with Shri A. B. Jariwala.

For the Jalgaon Jilla Viz Kamgar Sangh, Jalgaon, Chalisgaon, Bhusawal.—Shri M. P. Mehta, Advocate with Shri E. S. Nile.

For the Malegaon Vidvat Kamgar Sangh, Malegaon.—Shri M. P. Mehta, Advocate.

For the Bulsar Amalgamated Electricity Workers Union, Bulsar.—Shri M. P. Mehta, Advocate.

For the Dohad Vidvat Karmachari Sangh, Dohad.—Shri M. P. Mehta, Advocate.

For the Belgaum Workers' Union.—None.

STATE: Maharashtra.

INDUSTRY: Electricity.

Dhanbad, dated the 24th July 1972

AWARD

The present reference arises out of Order No. 17/3/66-LRIV, dated, New Delhi, the 17th February, 1967 passed by the Central Government in respect of an industrial dispute between the parties mentioned above. The subject matter of the dispute has been specified in the schedule to the said order. The said schedule runs as follows:

"Is the management of M/s. Amalgamated Electricity Co. Ltd., Bombay, justified in refusing payment of bonus to their workmen for the years 1963-64, 1964-65 and 1965-66 at 20 per cent of their earnings as per the provisions of the Payment at Bonus Act? If so to what other quantum of bonus are the workmen entitled?"

2. The different unions of the workmen submitted different written statement on different dates. The written statement dated 10th April, 1967 over the signature of R. D. Nikam, General Secretary, Jalgaon Jilha Vij Kamgar Sangh, Jalgaon was received in the office of the Tribunal on 17th April, 1967. Another written statement dated 29th May, 1967 over the signature of the President, Belgaum Workers Union was received on 2nd June, 1967. A separate written statement dated 27th December, 1967 over the signature of the President of the National Electricity & Engineering Workers' Union, Bhiwandi, Dist. Thana was received on 28th December, 1967. The fourth written statement was signed by the President, Vidut Kamgar Sangh, Malegaon, but it dealt with matters entirely outside the scope of the dispute referred to the Tribunal.

3. The written statement on behalf of the management dated 9th June, 1967 was received in the office of the Tribunal on 13th June, 1967.

4. The matter was fixed for preliminary hearing on 23rd February, 1968 in the Committee Room in the Government of India Office Buildings on Queens Road, Bombay. Shri Moneck A. Gagrath, Advocate appeared on 23rd February, 1968 on behalf of the management and Shri Hanumat Krishna Sowani, Advocate appeared on behalf of the workmen. The case was however adjourned to 6th March 1968.

5. On 6th March, 1968 the Belgaum Workers' Union filed an annexure to the statement of their claims asking for certain information and documents from the management. Shri Sowani appearing on behalf of the workers' Union of Belgaum, Jalgaon Chaliagaon and Bhusawal conceded in reply to a question put by Shri Gagrath that he was prepared to treat the company, so far as the Electricity department was concerned, as one unit. On this concession Shri Gagrath stated that he was prepared to supply such particulars out of these asked for in the annexure as he could possibly furnish. He was, therefore, directed by the Presiding Officer to have the particulars furnished by the management on or before the 31st March, 1968. Shri Sowani submitted that the information asked for in question No. 2 relating to Khandesh Extractions Plant should be read as information for the Head Office. The case was adjourned for further hearing in Bombay on 22nd April, 1968 and in Delhi from the 29th April, 1968. Parties were given liberty to file further affidavits, if any, with copies to the other side on 22nd April, 1968.

6. On 22nd April, 1968 Shri Sowani appeared on behalf of the Jalgaon, Bhusawal, Malegaon and Chalisgaon Unions and Shri Apte appeared on behalf of the Belgaum Union. Shri Dudhia appeared on behalf of the National Electricity and Engineering Workers' Union, Bhiwandi. Shri Gagrath with Shri Bhatt appeared on behalf of the Company. What happened on 22nd April, 1968 can be gathered from order No. 9 dated 22nd

April, 1968. The relevant portion of the said order is quoted below:

"The company has supplied the informations asked for by Sowani. Shri Sowani has, however, made certain comments which have to be considered. The first comment which he has made is that the company has not shown the expenses incurred in the head office. His point is that the Managing Agents, M. C. Jhaeri and Co., drew office allowance but they have not shown what expenses they have incurred in managing the Head Office. Shri Gagrath has, however, answered that the company has incurred expenses at the head office and not the managing agents. He has further stated that all the expenses incurred by the company were, at the time that the expenses were incurred, allocated to the different branches so that it would be extremely difficult to find out exactly what amount was spent from the head office. He has pointed out that on the 1st page of the chart which has been filed a sum of Rs. 374 has shown as depreciation and that amount has been debited to the head office. The submission is that this is all that can be actually and definitely stated to be pertaining to the head office. He says that it will take a long time to prepare an account showing the expenditure from the head office which was immediately allocated to the branches and he is, therefore, not in a position to supply the information. Shri Sowani may, if he so likes, give his own figure of the expenditure, which should be supported by an affidavit. This should be filed before the Tribunal within two weeks from today and copies of it should be served at the same time upon the company so that the company, if it so like, may give its reply.

Shri Gagrath has agreed after some argument to state how much worth of machinery added to the assets of the company is new and how much is second-hand. This the company will supply within two weeks from today with a copy to the unions at the same time.

Shri Gagrath has further agreed to give a break up of the depreciation asset-wise.

Shri Gagrath has also agreed to give the wage bill of the workman for the year 1963-64, showing separately the basic wages, dearness allowance and any other kind of allowance. This information will also be supplied by the company within two weeks with copies to the unions.

He further says that, without prejudice to his case that no bonus is payable under this reference for the year 1963-64, he will give the normal national depreciation which will be required for the sake of the L.A.T. bonus formula.

Shri Dudhia has raised another point. He has raised the question that each of the units of the electricity Co., should be treated on a separate basis. He says that all the nine branches cannot be treated as one unit. For this purpose, it is necessary that the parties should put forward their allegations before the Tribunal. Shri Dudhia says that he will file an affidavit putting forth his case within two weeks from today and will serve a copy upon the company's representative within the same time. Shri Gagrath says that he will file a reply if necessary within two weeks thereafter.

All parties have agreed that the case should be further heard at Delhi from the 18th July, 1968. The schedule has been fixed in this way that Shri Dudhia's point will be argued first. Thereafter, reference No. 9 will be heard. After that and after I have indicated my decision on Shri Dudhia's point, reference No. 8 will be heard.

The estimate of the hearing is about two weeks. Therefore the case is fixed for hearing at Delhi from the 18th July to the 2nd August. The company will supply to the representatives of the National Electricity Workers Union at Bhiwandi all the informations which they have supplied or will supply to the other unions.

It is made clear that Shri Dudhia will mention in the affidavit which will be filed on behalf of the Bhiwandi union the informations which he will require in case my decision on the point raised by him is in his favour and the company will keep the informations ready for the purpose of supply, if necessary.

The last order to the effect that further hearing of the case will take place at Delhi from the 29th April is recalled and to that extent, that order is modified".

7. After some adjournments the case was fixed for hearing at Delhi on 12th August, 1968. In the meantime various affidavits were filed by both the parties.

8. A preliminary point was raised by Shri Dudhia appearing on behalf of the National Electricity and Engineering Workers' Union, Bhiwandi when the case was taken up for hearing at Delhi on 12th August, 1968. He contended that each of the units of the Electricity Company should be treated on a separate basis. Order No. 20 dated 14th August, 1968 quoted below indicates how the preliminary point was disposed of by the Presiding Officer:

"I heard the parties at Bombay on 6th March, 1968. On the question of Mr. M. A. Gagrati, Mr. Sowani then said that, so far as the Electricity Department of the Company was concerned, he was prepared to treat it as one Unit. The further hearing proceeded on that basis. I, however, heard the parties again at Bombay on 22nd April, 1968. Shri Dudhia then appeared before me on behalf of the National Electricity and Engineering Workers' Union, Bhiwandi. He said that he has to raise a preliminary point to the effect that each of the Units of the Electricity Company should be treated on a separate basis. He further stated that all the 9 branches of the company cannot be treated as one Unit. He also said that he would file an affidavit, putting forth his case in this respect. I directed that the case be put up for hearing on the 12th August, 1968. The schedule of hearing was fixed in this way that Shri Dudhia's point was to be argued first.

The hearing at Delhi has, therefore, started on the 12th August, 1968. Shri Dudhia argued his point on that date and Shri Gagrati, appearing for the management of the Company, replied partly on that date and partly on 13th August, 1968. I then reserved my orders on this point for today. The order, is, therefore, given in separate sheets. The point taken by Shri Dudhia is rejected. I direct that the entire Company should be treated as the Unit and that each of its branches cannot be treated as a separate unit."

9. After several adjournments the matter was fixed for hearing at Bombay on 9th May, 1972. On 9th May, 1972, on the application of the management the case was adjourned to 11th May, 1972. On 11th May, 1972 Shri Y. S. Chitale pressed the preliminary objection raised by the Company by an application dated 27th March, 1969. It was contended in the said application that the reference was incompetent in so far as it related to the year 1963-64. This point was argued at great length by both the parties. By a separate order dated 12th May, 1972 the preliminary objection in respect of the year 1963-64 was allowed. It was held that the reference was incompetent in so far as it related to the year 1963-64.

10. On 13th May, 1972 an application was filed on behalf of the workmen, praying that the management

might be directed to furnish details of the following reserves claimed by them as deductions from the gross profit, viz contingency reserve, tariff and dividend control reserve and development reserve. Shri M. M. Shah, Chief Accountant of the company assured that he would file the details supported by an affidavit. With the consent of the parties the case was adjourned to 10th July, 1972, to be heard at Bombay.

11. An affidavit dated 28th June, 1972 together with enclosures was received from the company on 30th June, 1972. Details of certain deductions from the gross profit were contained in the said affidavit and its annexures.

12. On 10th July, 1972 Shri Y. S. Chitale advanced his argument on behalf of the management. He argued that the application under section 23(2) of the Bonus Act filed by the workmen was liable to be rejected as they could not make out any case for going behind the statements in the balance sheet and profit and loss account. As the case remained part heard it was again taken up on 11th July, 1972, when Shri Mehta advanced his argument on behalf of the workmen. As there was no time for reply on behalf of the management the case was adjourned to 13th July, 1972. Before the rising of the Tribunal the parties assured that they could explore the possibilities of a settlement.

13. On 13th July, 1972 a joint petition was filed by both the parties praying that the reference might be disposed of according to the terms of settlement set out in the said petition.

14. The petition of compromise dated 13th July, 1972 has been signed on behalf of the company by Shri M. M. Shah. On behalf of the workmen it has been signed by Shri Mehta, Advocate, Shri A. B. Jariwalla and Shri E. S. Nile and they between themselves represent all the unions of workmen except the Belgaum Workers' Union. I am satisfied that the signatories on behalf of the workmen represent an overwhelming majority of the total number of workers in the nine different units of the company and that they are competent to enter into a settlement with the management on behalf of all the workmen of the Company. Moreover it has already been held that the establishments of the Company at different places constitute a single unit for the purpose of the present dispute. Again, the settlement is not in any way detrimental to the interest of the employees of the Belgaum Branch. The President of the Belgaum Union submitted a statement regarding the quantum of bonus payable in 1964-65 and 1965-66. In that statement no allowance has been made for the reserves under the Electricity (Supply) Act, 1948. If those reserves are deducted from the gross profits, then, according to the statement of the Belgaum Union the percentage of bonus cannot exceed 4 p.c. But under the settlement the bonus has been fixed at 5 p.c.

15. For the reasons given above and for the sake of industrial peace I am inclined to give effect to the terms of settlement contained in the joint petition of compromise dated 13th July, 1972 if they are otherwise reasonable. I have gone through the terms and I find them very reasonable.

16. I accordingly pass an award on the terms of settlement set out in the joint petition dated 13th July, 1972, which do form part of the award.

17. Let a copy of the award be forwarded to the Central Government under section 15 of the Industrial Disputes Act, 1947.

(Sd.) A. C. SEN, Presiding Officer.

BEFORE SHRI A. C. SEN, THE NATIONAL INDUSTRIAL TRIBUNAL AT DHANBAD.

Camp at Bombay.

REFERENCE No. (NIT) 8 OF 1967

BETWEEN

The Amalgamated Electricity Co. Ltd., Bombay

AND

The workmen employed under it in all its branches.
In the matter of bonus for the year 1963-64, 1964-65
and 1965-66.

May it please the Hon'ble Tribunal:

Parties to the above reference pray that as they have settled the matter on the terms appearing hereunder, the reference may be disposed of in terms of the settlement.

Terms of Settlement.

(1) The company has already paid 4 per cent of total annual earnings as bonus to all its eligible employees for the years 1964-65 and 1965-66 each and the workmen have accepted the same. Without admitting that principally any more bonus is payable under the provisions of the Payment of Bonus Act, 1965 for the said years and without prejudice to the rights and contentions of the company that what has been paid is in accordance with law and that calculations filed by the company are proper and legal, company agrees to pay 1 per cent more for each of the years 1964-65 and 1965-66 as *ex-gratia* to all its eligible employees in the interest of Industrial Peace. The aforesaid balance payment of 1 per cent will be made within two months from the date of this settlement. The same will be accepted by the workmen in full and final settlement of all their claims of bonus for the years in dispute.

(2) The parties pray that an award may be passed in terms of the aforesaid settlement.

Bombay, dated the 13th day of July, 1972.

(Sd.) M. M. SHAH,

For Amalgamated Electricity
Company Limited, Bombay.

(Sd.) M. P. MEHTA,

Advocate
For the Workmen &
(Sd.) A. B. JAINWALLA.

(1) The National Electricity & Eng. Workers Union
Bhiwandi Sd/ E. S. Nile.

(2) Jalgaon Jilla Vij
Kamgar Sangh, Jalgaon.
Chalisgaon, Bhusawal.

(3) Malegaon Vidyut
Kamgar Sangh, Malegaon.

(4) Bulsar, Amal. Electricity Workers Union.

(5) Dohad Vidyut Karmachari Sangh.

[No. 17(3)/66-LR-IV.]

New Delhi, the 19th August, 1972

S.O. 2349.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal Calcutta, in the industrial dispute between the employers in relation to the management of Girimint Colliery of Messrs Bengal Coal Company Limited, Post Office Dishergarh, District Burdwan and their workmen, which was received by the Central Government on the 1st August, 1972.

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL AT CALCUTTA

REFERENCE No. 87 OF 1971

PARTIES:

Employers in relation to the management of Girimint Colliery of Messrs Bengal Coal Company Limited,

AND

Their workmen

PRESENT:

Sri S. N. Bagchi—Presiding Officer.

APPEARANCES:

On behalf of Employers.—Sri D. Narsingh, Advocate.

On behalf of Workmen.—Sri B. S. Azad, General Secretary, Khan Shramik Congress.

STATE: West Bengal.

INDUSTRY: Coal Mines.

AWARD

By Order No. 1912/60/71-LR.II, dated 5th June, 1971, the Government of India, in the Ministry of Labour, Employment and Rehabilitation (Department of Labour and Employment), referred the following industrial dispute existing between the employers in relation to the management of Girimint Colliery of Messrs Bengal Coal Company Limited and their workmen, to this Tribunal, for adjudication, namely:

“Whether the action of the management of Girimint Colliery of Messrs Bengal Coal Company Limited, Post Office Dishergarh, District Burdwan in placing Shri P. R. Chatterjee, Loading Clerk, in Grade II as per recommendations of the Central Wage Board for Coal Mining Industry, having regard to the duties performed by Shri P. R. Chatterjee is justified? If not, to what relief is the said workman entitled and from what date?”

2. The case was registered on 13th July, 1971 and notices were issued upon the management and the union inviting each of them to file their statement of demand relating to the dispute under reference. The management filed its statement of case on 1st September, 1971 but the union did not. On 27th May, 1972, the date for fixing the date of hearing of the case was fixed on 16th June, 1972. On 15th June, 1972, the management appeared through its learned advocate and Shri Ranjan Das Gupta, Organising Secretary, Khan Shramik Congress appeared on behalf of the workman. The union, on 15th June, 1972, that means near about a year after the receipt of the notice of the order of reference, prayed for time for filing written statement on a flimsy ground. The tribunal ordered that the union might file the written statement within 10 days with an advance copy served on the management and that if the order is not complied with and steps are not taken for making the case ready for hearing, the case would still be heard finally on 18th July, 1972. On 3rd July, 1972 the union filed an application praying for calling for certain documents though upto the time of filing of the application no written statement was filed. The written statement was filed latter on in the day which was not lawfully verified. The relevancy of the document to be called for had not been stated in the application for calling for documents, some from the management and some from A.L.C.(C), Asansol. So, the union was called upon to give an undertaking that costs of certified copy in replacement of the original document,

if exhibited, in the proceedings, would be borne by the union since the documents to be called for and if exhibited would be taken back by the party concerned that means the management as well as the A.L.C.(C). In that event as the rules enjoin the party calling for the document and relying on the documents is required to replace such documents, if exhibited, by certified copy before such documents could be returned to the party from which it is called for. Accordingly, the tribunal directed the union, but the union did not comply. So, that prayer of the union for calling for documents could not be considered. The management on receiving copy of the written statement filed on 3rd July, 1972 by the union filed its rejoinder on 14th July, 1972.

3. The management's written statement filed on 1st September, 1971 in paragraph 3 referring to the form and contents of the reference as in the schedule asserted that it did not relate to any industrial dispute between the employers and the workmen. In paragraph 4 of its statement the management asserted that no dispute was raised by the workmen of the colliery with the management in the matter of proper fitment of Sri P. R. Chatterjee, Loading Clerk, under the Central Wage Board for the Coal Mining Industry. In paragraph 5, the management challenged the authority of the union Khan Shramik Congress to represent the workman since the union was not the union having within its majority of the members of the workers of the colliery concerned. In paragraph 7 of its statement the management asked for hearing on the preliminary point. In paragraphs 8, 9 and 10 of its statement the management asserts that the order of the reference itself as expressed in the schedule would show that the workman P. R. Chatterjee has been serving in the colliery as a loading clerk Grade II. Chatterjee entered the service of the management as Assistant Loading Clerk and was placed in grade III of the clerical grade prescribed by the award of the All India Industrial Tribunal (Colliery Disputes) i.e. Coal award which was brought into force on 26th May, 1966. Chatterjee was promoted as a Loading clerk in March, 1968 and placed in grade II of the Coal award subsequently by a letter to him by the Manager Banksimulia 11/12 Pits colliery on 19th November, 1962. He was discharged from service with effect from 20th November, 1962 on the result of a domestic enquiry. On appeal Chatterjee was re-appointed in February, 1963, as a new entrant in another colliery of the management with effect from 15th March, 1963. Chatterjee was then transferred in February, 1965 to Lachipur colliery under the same management as a loading clerk in grade II, and after he worked there for about 8 months he was transferred in October, 1964 as loading clerk in grade II and the break in his service was condoned on his representation dated 28th August, 1965. Chatterjee has been properly placed in clerical grade II on promotion as a loading clerk and has been paid wages of that grade commensurate with the nature of duties performed by him. Prior to 15th August, 1967 as stated in paragraph 14 of the statement of the management's case, the company had been implementing the Coal award as modified by the Decision of the Labour Appellate Tribunal in an appeal against the said award. The appellate decision did not modify the clerical grades prescribed by the Coal award but only modified the pay scale of those grades. The Wage Board had not prescribed any job description of loading clerks. It accepted the categorisation prescribed by the Coal award and placed the loading clerk in clerical grade II and prescribed pay scale of that grade. The management, therefore, continued to place Sri Chatterjee in the capacity of a loading clerk in clerical grade II of the Wage Board as there had been no change in his duties after 15th August, 1967. So, the management claims that it is justified in placing Chatterjee as loading clerk

in grade II throughout his tenure as loading clerk on and from 15th August, 1967 i.e. when the Coal Wage Board recommendations were implemented in the colliery. The management, therefore, submitted that the tribunal has no jurisdiction to entertain the reference, and the reference itself cannot sustain on merits.

4. The union representing the workman in its written statement filed on 3rd July, 1972 stated in paragraph 2 that the workman approached the management with a registered letter Acknowledgement Due dated 5th April, 1971. That letter was received by the management. The management gave no reply. The union in paragraph 3 of the statement stated that the union approached the management with a letter dated 6th April, 1971. The management did not reply anything. Both the letters are Annexures A & B respectively. In paragraph 4 it is stated that the individual dispute was converted into an industrial dispute when the union sponsored the cause of the workman before the date of the present reference. In paragraph 5 of the written statement the union stated that workman P. R. Chatterjee loading in-charge had been working in the Girimint Colliery since the year 1945 regularly and permanently without any blamish. In paragraph 6 of its statement the union stated that workman Chatterjee has been performing the duty as loading in-charge and supervising three shifts of wagon loading between Girimint and No. 5/6 Pit colliery which are distant about 1/4th mile from each others (?). Both the collieries are under the management of Messrs Bengal Coal Company Limited. The pay-sheet of August 1967 of Sri P. R. Chatterjee would show that he was drawing his salary as loading in-charge. In paragraph 8 of its statement the union states that entries in form 3 from September upto-date would show that the workman is described as loading in-charge and the management accepted before the Conciliation officer that the workman is loading in-charge. In paragraph 9 of its statement, it is stated that the daily shift report produced by the management's representative before the Conciliation officer shows that from 13th March, 1971, to 26th April, 1971 workman Chatterjee signed the reports as Head loading in-charge. Workman Chatterjee during the period from 13th March, 1971 to 26th April, 1971 performed the duty as Head loading in-charge. In paragraph 10 of its statement the union asserts that the management's representative produced some pieces of Form III of monthly wages sheet in which the designations of Head loading in-charge was cut by pen or pencil but originally the designation was marked as Head loading in-charge. After 17th April, 1971 as stated in paragraph 11 of the union's written statement the management of Girimint colliery appointed three loading clerks to assist P. R. Chatterjee, Head loading in-charge. In paragraph 12 of its statement of case, the union states that Chatterjee, workman, was transferred from Lachipur colliery to Girimint colliery on 20th December, 1964 in place of Atulya Ganguli who was performing the duty of a Head loading in-charge. So P. R. Chatterjee is performing the duty in the said capacity of Atulya Ganguly and Atulya Ganguly was transferred on 20th December, 1964 to other colliery. In paragraph 13 of the statement, it is stated that Chatterjee workman's pay slip issued by the management would show that Chatterjee drew salary as loading in-charge. In paragraph 13 of its statement the union states that the nature of work of the loading in-charge and the loading supervisor is the same. The loading supervisor is a supervisor who is supervising duty of three shifts of loading in-charge who is also supervising the duty in three shifts. So the act of Sri P. R. Chatterjee as loading in-charge is in the

nature of supervisory one and the workman supervises three shifts. So, the act of the employer's non-implementation of the Wage Board recommendations according to the designation of the workman as Head Loading in-charge is not justified. So, the union prays that the employer be directed to implement the Wage Board recommendations in respect of workman, P. R. Chatterjee as per nature of his work and pay all the wages, allowances, etc. and other monetary benefits with the arrears since the date of implementation of the Wage Board recommendations. (N.B. The statements as made in the written statement filed by the union with common grammatical mistakes and bad English have been kept in tact while extracting the relevant portions thereof from the relevant paragraph of the Union's written statement).

5. The management in its rejoinder traversed the union's statement in paragraphs 2 and 3 in paragraphs 2 and 3 of its rejoinder, asserting that the management did not receive any letter of the workman concerned dated 5th April, 1971 and that the letter, if any, was a clear concoction being a product of an after-thought. As the management never received any such letter the question of giving its reply could hardly arise. The union did not approach the management by any letter dated 6th April, 1971. The alleged letter is apparently a fabricated document and was concocted as an after-thought. So, no question arises of the management's replying to the union's said letter. Annexures A and B, i.e. the copies of the alleged letters mentioned in paragraphs 2 and 3 of the union's statement of case were categorically described as false and concocted documents by the management.

6. From the pleadings and submissions of the management's learned advocate and the union's General Secretary representing the workman, the following points arise for consideration:

- (i) Did the workman ever approach the management with his demand? If so, was that demand sufficient to make it an industrial dispute within Section 2(k) of the Industrial Disputes Act?
- (ii) Did the union espouse the cause of a single workman P. R. Chatterjee ever raise the dispute relating to the subject matter under the reference before the management? If not, is the dispute under reference an industrial dispute under Section 2(k) of the Industrial Disputes Act?
- (iii) Is there any where in the recommendations of the Central Wage Board for Coal Mining Industry any specification of the nature of duties to be performed by any workman in the clerical staff as nomenclatured in Appendix VI, p. 54, Volume II of the Report of the Central Wage Board for the Coal Mining Industry?
- (iv) If in the Report of the Central Wage Board for Coal Mining Industry there has been no specification of the nature of duties to be performed by the clerical staff grade I, II and III and Special grade as mentioned in paragraph 15, Chapter VIII, Volume I p. 76 of the Report aforesaid, can there be any scope within the terms of the reference as mentioned in the schedule to the order of reference for this tribunal to assess the duties performed by Sri P. R. Chatterjee loading clerk in grade II of the recommendations of the Central Wage Board for Coal Mining Industry in order to adjudicate upon the fitment of the workman concerned in a grade of the clerical staff higher than grade II to which

he has been placed by the management in implementation of the Coal Wage Board Recommendations? If not, is the management justified in placing in terms of the recommendations of the Coal Wage Board Shri Chatterjee, workman, loading clerk in grade II of the clerical staff?

- (v) Is there any job designation either in grade I or in grade II of clerical staff grade either in Appendix XVI of the Majumdar award or Appendix VI p. 54 Vol. II of the Report of the Central Wage Board for Coal Mining Industry entitled as loading in-charge, Head loading in-charge or Head Loading Supervisor with the specification of the nature of duties performable by the holder of either of such posts? If not, is the workman entitled to claim to be placed in grade I of the clerical staff grading in a job with the nomenclature either as loading in-charge or Head Loading in-charge or Head Loading Supervisor?
- (vi) In conformity with the recommendations of the Central Wage Board for Coal Mining Industry appearing in pages 76-77, Volume I of the Report read with Appendix VI, p. 54 of the Report is the management justified in implementing the recommendations of the Report of the Central Wage Board for Coal Mining Industry in fixing the workman P. R. Chatterjee as loading clerk, grade II? If so, can the workman have any grievance on that score?

7. Point (i): Did the workman ever approach the management with his demand? If so, was that demand sufficient to make a dispute within Section 2(k) of the Industrial Disputes Act?

The management filed its statement of case so far back as on 1st September, 1971 with a copy to the union. The union did not move and did not file its statement of case till before 3rd of July, 1972 and that too when the attention of the union was drawn on 15th June, 1972 by the tribunal that no written statement had been filed by the union during the period from 20th July 1971 to 15th June, 1972 although it had received the management's statement of case pretty long before 15th June, 1972. The management categorically stated in its statement, paragraph 4, as follows: "Before the present reference was made, no industrial dispute was raised by the workmen of the colliery with the management in the matter of proper fitment of Sri P. R. Chatterjee, loading clerk of the colliery in the clerical grade II as per recommendations of the Central Wage Board for Coal Mining Industry hereafter referred to as the 'Wage Board'. In paragraph 5 it is stated by the management, "It is further submitted that the Khan Shramik Congress, to the Organising Secretary of which a copy of the Government's order of reference has also been forwarded, is neither the recognised union of the colliery nor has it got any membership from among the workmen of the colliery which could make it competent to raise any industrial dispute with the management in respect of any workman or workmen of the colliery". As I have already observed, on 3rd July 1972 the union Khan Shramik Congress through its Organising Secretary filed a statement of case on behalf of the said union and in paragraph 2 of the said statement it is stated, "The workman approached before the management with Registered A/D letter dated 5th April, 1971 which the letter was received by the management. But the management did not reply anything. The true copy

of the letter of the workman dated 5th April, 1971 is enclosed as Annex-A'". Sri Das Gupta, witness No. 1, Organising Secretary of the union, in cross-examination said that he could not produce the Acknowledgement receipt relating to the letter written by P. R. Chatterjee (workman) to the management as he did not receive the Acknowledgement receipt till the date he had been deposing on 18th July, 1972. Ext. W2 is a copy of the letter dated 5th April, 1971 addressed to the Manager by P. R. Chatterjee. He said in that letter that his duty hours were not fixed and that he was performing duty 24 hours in the Girimint colliery and also Girimint 5/6 Pits colliery. The nature of his work was coming under grade I as per the Wages Board Recommendations. He had not been allowed to enjoy any rest day. The manager fixed his wages less according to the nature of his work. So he highly requested the Manager to implement the Wage Board recommendation and also pay the arrear from 15th August, 1967 (extracted from the letter). W3 is the Posting receipt of a registered letter with Acknowledgement due with the post mark unreadable—Burdwan, dated 5th April, 1971. Das Gupta wanted to say that this Ext. W3 relates to the letter Ext. W2. But he could not produce the Acknowledgement receipt of this registered letter upto 18th July, 1972. On his mere statement that the registered letter of which copy is Ext. W2 was sent per registered post relating to the Receipt Ex.W3 would be of no avail when under the Post Office Act the sender is bound to get the Acknowledgement Receipt of the Registered letter within a reasonable time and if he does not get it he must make a complaint to the Postal authorities. From 5th April, 1971 to 18th July, 1972 the workman, not to speak of the union, did not take any step approaching postal authorities as to what happened to the letter, allegedly sent per registered post relative to the receipt Ext. W3. It was the duty of the union to call for the postal journal of registered letters and to produce witness from the post office to prove, in place of the Acknowledgement receipt of the registered letter, that the registered letter concerned, relating to the Receipt Ex.W3 was tendered to the addressee who either accepted or refused to accept the same as per entries made in such journal. There is no evidence to connect that W3 relates to a letter the original of which was sent by registered post to the Manager of the Colliery and that the copy of that letter is Ex.W2. Assuming that the Manager got the letter, the demand conveyed by the letter is not such a dispute which comes under Section 2A of the Industrial Disputes Act since the dispute does not refer to the workman's discharge, dismissal, retrenchment or termination of service otherwise than by discharge, dismissal and retrenchment. Therefore, the demand of fitment made by Ex.W2 if made by a single workman remains an individual demand and refusal of that demand remains an individual dispute but not a collective i.e. Industrial dispute.

8. Point (ii): Did the union espousing the cause of a single workman P. R. Chatterjee ever raise the dispute relating to the subject matter under the reference before the management? If not, is the dispute under reference an industrial dispute under Section 2(k) of the Industrial Disputes Act?

In its written statement paragraph 3 the union stated "the union approached before the management vide this office letter dated 6th April, 1971. The management did not reply anything. The true copy of the union's letter dated 6th April 1971 is enclosed as Annexure B". Annexure B which is said to be the true copy of the letter with which the union approached the management does not show that the Manager to whom the letter was addressed dated 6th

April, 1971 had ever received the letter. In the written statement, paragraph 3, of the union, it is not stated that the letter, that means he Annexure B, which is said to be the true copy of the letter was received either by the Manager or by somebody else on behalf of the Manager on a certain date either on 6th April, 1971 or any date subsequent thereto. The language used in paragraph 3 of the written statement is as vague as vagueness could possibly be imagined. On the witness box the Organising Secretary of the Union, Sri Das Gupta, witness No. 1, produced from the union's file a letter Ext. W1 dated 6th April, 1971. On this letter there is an endorsement in the hand-writing of some unknown and unidentified person reading as "received (may be read as)", with an initial like something, but undecipherable with the date 6th April, 1971. Below that hand-written portion there is the word 'for' (hand-written). On the right side of the hand-written 'for' there is the rubber stamp impression reading "Manager, for Bengal Coal Company Ltd. Girimint Colliery". This endorsement with the rubber stamp impression with the evidence of Sri Das Gupta would make one to think as is somebody for the Manager of the colliery received the letter Ext. W1 on 6th April, 1971. Who produced this letter, and before whom is a big question. "The union approached the management with the letter". This is the categorical statement in paragraph 3 of the written statement which, however, was not verified to the knowledge of the Organising Secretary of the union who signed the verification in violation of order 6 Rule 15 of the Code of Civil Procedure and who, in spite of the direction of the tribunal, did not verify the written statement in conformity with Order 6 Rule 15 of the Code of Civil Procedure. Sri Das Gupta, Organising Secretary of the union in his examination in-chief said, "On 6th April, I issued the letter to the Manager of Girimint Colliery of Messrs Bengal Coal Co. Ltd. I sent the letter through Bechu Ram Singh, my bearer to the Colliery and the letter was received by the Manager, on 6th April, 1971. This is the endorsement on the office copy of the letter (marked ES. W1)". In cross-examination he said, "I cannot say whose signature is above the rubber stamp impression on Ex. W1 I did not see the letter Ex.W1 being handed over by my bearer to the Manager. I cannot say where the bearer of the letter is now staying. I do not know his address. It is my bearer who is competent to say whether the letter was handed over to the Manager or to anyone else in the office. As there is a rubber stamp impression and an initial on the document Ex.W1, I say it was received by the management". In reply to Court's question he said, "As I was not present I cannot say whose initial is there above the rubber stamp impression". By management referred to in paragraph 3 of the written statement of the union Sri Das Gupta said, "by the word 'management' it implied Manager. So in paragraph 3 of the written statement of the union it is never asserted that the original letter of which copy is Ex.W1 was handed over to Manager of the colliery or to any other person on his behalf either by Sri Das Gupta, the Organising Secretary or by anyone else on behalf of the union. On the witness box Sri Das Gupta for the first time disclosed that by one Bechu Ram Singh, the bearer of Sri Das Gupta, the letter was carried. But Sri Das Gupta had to admit that he did not know the address of Bechu Ram Singh. He could not say anything about his whereabouts. He did not see Bechu Ram Singh handing over the letter of which copy is Ex.W1 to anybody of the management not to speak of the Manager. Even an hand-writing Expert cannot, under the provisions of the Indian Evidence Act, be allowed to say on oath before a Court or a Tribunal where evidence is taken on oath to give any opinion on seeing any rubber stamp impression or a type-written

document that the particular rubber stamp impression appearing on a document or a particular typed script appearing on a document emanated either from a particular rubber stamp or a type-writer belonging to a particular person. So, seeing the rubber stamp impression on Ex.W1 and reading the endorsement subscribed by someone unknown and unidentified person Sri Das Gupta on oath, stated before this Tribunal that as there was an endorsement 'received' with an initial against the word 'for' and the rubber stamp impression 'Manager for Bengal Coal Company, Girimint Colliery' on Ext.W1 dated 6th April, 1971 the original letter, of which the copy is Ext. W1 was handed over by Bechu Ram Singh to the Manager of the colliery. The management in its rejoinder specifically stated that no such letter was ever taken to the Manager's office or handed over to the Manager and that the letter if any was a concoction and an after-thought. The most question is whether the letter of which copy is Ex.W1 was handed over on 6th April, 1971 by Bechu Ram Singh either to the Manager of the colliery or to anybody else of the colliery. The best person who is competent to depose on this point is Bechu Ram Singh and none else. The burden of proving this fact lies entirely on the union and not on the management. The burden on the union is to produce Bechu Ram Singh, and it is for Bechu Ram Singh to take oath before this tribunal and to say whether he did hand over the letter, if so, to whom, when and under what circumstances. That burden has not been discharged by the union. So, I hold from the circumstance appearing in the evidence that the letter Ex.W1 is a concoction and the original of such letter was never handed over to anybody of the colliery at any time. My conclusion is well fortified by another very important circumstance. The workman's letter is dated 5th April, 1971. The union's letter is dated 6th April, 1971. The union approached the Conciliation officer as per Failure report sent along with the order of reference on 3th April, 1971. So from 5th April, 1971 to 8th April, 1971 only 3 days passed. Suppose the workman made his demand on 5th by registered-post letter, posted on 5th April, 1971. Certainly the letter did not reach or cannot reach the Manager on 5th April, 1971. It may reach him, having regard to the normal course of official business in the post office either on the next day or most probably within a week from the date of posting i.e. 5th April, 1971. After the management got the letter of the workman, Ext. W2, at any time after 5th and latest by 7th, it must take some time to decide whether it would concede to the demand or not. But on 6th April, 1971 the union addressed a letter, of which the alleged copy is Ext. W1, to the Manager. If the Manager, we assume, received the letter on 6th April, 1971, he would take at least a day or two to decide whether the union's demand should be conceded or not. It will thus take us to 7th or 8th of April 1971. The Ext. M1 is a letter written by Sri Das Gupta, the Organising Secretary of the Union to the Assistant Labour Commissioner (C) Asansol on the subject of "non-implementation of the Wage Board Recommendation to Sri P. R. Chatterjee, loading in-charge, Girimint Colliery/Bengal Coal Company Limited, P.O. Charanpur, District Burdwan". In that letter in paragraph 1 it is stated, "It has been brought to my attention that P. R. Chatterjee, loading in-charge of Girimint colliery has been badly deprived of the wages Board Recommendation (1967) without any reasonable ground whatsoever". P. R. Chatterjee's personal demand was sent per registered letter, as alleged on 5th April, 1971 addressed to the Manager. If the Manager received it earliest on 6th April, 1971, it could be then imagined that he would give a reply to that letter on 7th April, 1971. Usually he will take a day or two to reply to the letter if he had received it ear-

liest by 6th April, 1971. So on 8th April how it could be brought to the attention of the Organising Secretary Sri Das Gupta that P. R. Chatterjee had been deprived of by the management of his wages as recommended by the Wage Board. The letter does not say as to who brought to Sri Das Gupta's attention all that he had narrated in the letter (Ex. M1). It is surprising to note that within a short interval of 5th April to 8th April, 1971 there could be a peremptory demand and refusal, made by the workman of the management, and refusal thereof by the management and also demand made by the union on behalf of the workman and refusal thereof by the management. This tribunal cannot presume, in view of the provisions of Section 114 of the Indian Evidence Act that there can be such a expeditious disposal of official business both by the management and the union with a span of 3 day, 5th April to 7th April, 1971 wherefor Sri Das Gupta on 8th April, 1971 could bring to the notice of the Assistant Labour Commissioner (C), that his attention was drawn to the injustice done to the workman P. R. Chatterjee as stated in the letter, Ex. M1. The circumstances appearing in the materials on record clearly establish, as I have already found, that the letter Ex. W1 is a concoction and its original had never been served by the union on the management on 6th April, 1971 or at any date. So, the union espousing the cause of the single workman Sri P. R. Chatterjee did not raise the dispute covering the subject matter of the reference before the management previous to the union's approach on 8th April, 1971 (Ex.M1) to the Conciliation authority with the dispute. It is also amusing to note that in the letter Ex.M1 where Sri Das Gupta's attention was drawn he had not the courage to state that the union had approached the management on 6th April, 1971 with the letter copy of which is Ex.W1 with the demand covering the subject matter in dispute and the management refused to comply with such demand either on 6th or 7th April, 1971. It must have pricked the conscience of the Organising Secretary of the Union when he wrote the letter Ex.M1 in not indulging in something which is not in fact true. I, therefore, conclude from the materials on record already discussed that no dispute was raised by the union espousing the cause of the workman covering the subject matter under reference for adjudication. Hence the dispute referred to for adjudication is not an industrial dispute under Section 2(k) of the Industrial Disputes Act.

9. Point (iii): Is there anywhere in the recommendations of the Central Wage Board for Coal Mining Industry any specification of the nature of duties to be performed by any workman in the clerical staff as nomenclatured in Appendix VI. 54 Volume II of the Report of the Central Wage Board for the Coal Mining Industry?

Chapter VIII entitled as "Our Wage Structure—Section D—Clerical Staff and their scales", of the Coal Wage Board Report covers pages 75, 76 and 77. It must be read with Appendix XVI of Majumdar Award and Appendix VI of the Coal Wage Board recommendations page 54, Volume II. It is a pity that a large number of Reports and Awards have been published but those interested in them have neither the equipment nor the time to go through those voluminous documents. In paragraph 15 page 76, Volume I of the Coal Wage Board Recommendations (I need not quote the earlier paragraphs) after discussing the questions raised about the specification of the nature of duties commensurate with job nomenclatures of the clerical staff in the grades I, II and III, the Board did not consider it worthwhile to specify the Board did not consider it worthwhile to specify clerical staff of the three grades and of the Special

grade as specified in paragraph 15 page 76 Volume I of the Report. Paragraphs 15 says, among other things, "the existing four grades should continue but their scales of pay need to be improved both at the start and at the maximum". Then three grades I, II and III of ordinary clerical "grade" and one special clerical grade were recommended with their respective grades of pay. In paragraph 16, Volume I, page 76 of the Report it is stated that the categorisation of the clerical staff was retained by the Recommendations of the Coal Wage Board as made by the Majumdar award and modified by the Appellate award. In paragraph 17, p. 77 of the Report Volume I, the Coal Wage Board observed, "Appendix XVI of the Majumdar Award with above mentioned modifications is reproduced as Appendix No. VI to our report". The modifications do not relate to clerks other than registered clerk in grade II and Lamp room clerk. Nowhere in Chapter VIII of Volume I of the recommendations of the Coal Wage Board nor in Appendix VI Volume II of the Report, p. 54, I could find any specification of the nature of duties to be performed by anyone with a job nomenclature or designation of the clerical staff of the grades I, II and III as in Appendix VI Volume II, p. 54 of the Coal Wage Board recommendations. In grade II under the heading 'Out-door or underground' there is the job designation, loading clerk. In grade III there is the job designation 'Assistant Loading clerk'. In grade I there is the designations with the job nomenclature under heading "Out-door or underground, loading Inspectors and Loading Superintendents". As I have already observed, there is no specification of the nature of duties to be performed or performable, in any of the recommendations of the Coal Wage Board, either by the Assistant Loading clerks or by the Loading clerks or by the Loading Inspectors or by the Loading Superintendents. Let us now look to Majumdar award. Chapter XIX with the heading "Monthly rated staff in Market collieries", p. 202, Volume I begins with paragraph 767-clerical staff. Paragraph 774, p. 204 says "grade II clerks in the agreed list do more responsible work corresponding to the work done by some of the lower division clerks in the State collieries and other Government offices. This paragraph was confirmed by the Labour Appellate Tribunal. Then paragraph 775, p. 204 says, grade III clerks in the agreed list are those who do superior type of work. They may be said to correspond to the upper division clerks in the State collieries. (It should be read as grade I clerk since figure III is a printing mistake). The paragraph 776, p. 204 speaks of the last scale which is intended for those who do supervisory work like head clerks in central offices, accountants in Madhya Pradesh and Vindhya Pradesh drawing below Rs. 500/-, certain stenographers and other jobs involving high degree of trust and responsibility and their scale will depend on the nature and volume of work depending on the size of the collieries. In paragraph 777, p. 205. Majumdar award says, "It is difficult to visualize the nature of the work or its volume and provide for all kinds of situations". In paragraph 778, p. 205 of Majumdar award it is stated, "Where the nature of the work is such that it requires a higher scale than the highest that we have awarded, we have no doubt that the employers will introduce appropriate scales". What is categorisation would be found para 709 at page 186 of the Majumdar award, Volume I wherein it is stated "We may point out that categorisation of workers is by itself a form of grading, though not in the sense of a time scale. When jobs are categorised, their values in terms of wages are fixed to the extent possible, and there is no longer any question of workers doing the same types of work being put in different categories and paid differently. They are graded to the extent that a Category I workers on the surface, for instance, cannot be paid less than Rs. 69-1-0 in any colliery and that a Category II worker gets a higher wages and cannot, for instance, be in Category I one

place and in Category III in another place. The wages for each category are different and higher than the one below (except the lowest)." The paragraph 710, p. 187, Majumdar Award (Volume I) relates to "Standardization" and says—"Standardization of jobs and nomenclatures in the sense of a set pattern covering all collieries is neither feasible nor necessary, but the broad lines have been indicated". In page 185, Paragraph 703, Chapter XVI, Volume I, Majumdar award, it is said, "In the case of clerical cadre grades are an accepted practice. In the case of manual workmen grades normally do not exist". As I have already pointed out, that categorisation i.e. grading of clerical staff as made by Majumdar award had not been changed by the Coal Wage Board recommendations and Appendix XVI of Majumdar award Volume II (Clerical grades) is the same as Appendix VI of the Volume II of the Coal Wage Board recommendations. Those according to Majumdar award were Assistant loading clerks in grade III were to be fitted in grade III as Assistant loading clerk when Coal Wage Board Recommendations were implemented. Those who were loading clerks in grade II according to Majumdar award. Appendix XVI were to be fitted in grade II in implementation of the Coal Wage Board recommendations. It is also clear from the Majumdar award and the recommendations of the Coal Wage Board that in grading or categorising of the clerical staff in grades I, II and III and special grade (Coal Wage Board recommendation) that neither the Majumdar award nor the Coal Wage Board recommendations specify, in regard to the holder of a job with a particular job nomenclature or designation in any of those grades the nature of duties to be performed by him. In grade I clerical staff, Appendix XVI of the Majumdar award and Appendix VI of the Coal Wage Board recommendation, there is no job nomenclature in the designation either as Head loading in-charge or Loading in-charge or Head Loading Supervisor. In grade I with regard to loading, there are two job designations, loading Inspectors and Loading Superintendents. I find nowhere in the Report of the Central Wage Board for Coal Mining Industry any specification of the nature of duties that are to be performed either by the Assistant Loading clerk or by the Loading clerk or by Loading Inspector or by Loading Superintendent. There is no job with the nomenclature or designation either under grade I, II or grade III of Appendix XVI Majumdar award or under Appendix VI of the Coal Wage Board recommendations as Head Loading Supervisor, Loading in-charge or Head Loading in-charge. In its letter Ex. M1 dated 8th April, 1971, the union stated that Sri P. R. Chatterjee has been working as Head Loading Supervisor though he had not been placed by the management in proper grade according to Coal Wage Board recommendations. The union did not say that Sri P. R. Chatterjee was working as loading Superintendent for Loading Inspector although he was designated as loading clerk grade II of Coal Wage Board recommendations by the management. Evidence of Chatterjee is that the Company has a Loading Inspector who works over four groups of the management's collieries. Loading inspector is in grade I and his duty covers four groups of collieries. If the dispute before the Conciliation authority was that P. R. Chatterjee workman was working either as Loading Inspector or as Loading Superintendent, then under the Coal wage Board recommendations he should have been placed in grade I with either of that job designation or job nomenclature. But the union, as Et. M1 shows, says, that workman P. R. Chatterjee was working as Head Loading Supervisor, a job which had never been in existence with such a job nomenclature or designation either in grade I or in grade II or in grade III of the clerical staff in Appendix XVI of the Majumdar award, corresponding to Appendix VI of the

Coal Wage Board recommendations. If the Majumdar Award and the Coal Wage Board recommendations created a job in grade I of the clerical staff with a job designation or nomenclature as that of Head Loading Supervisor in grade I, and if when Coal award came into force, Chatterjee was then loading supervisor grade I, but the management had, instead of placing Sri Chatterjee with the job designation Head Loading Supervisor in grade I placed him as loading clerk in grade II, then there would have been a blatant violation of the recommendations of the Coal Wage Board. Majumdar award or Coal award and Coal Wage Board Recommendations kept grades and categories intact but the latter only revised scale of pay of each grade and nothing more. An Inspector cannot be a Superintendent and a Superintendent cannot be a Supervisor. There is no job with the nomenclature or designation Head Loading Supervisor in grade I of the clerical staff, either in Appendix XVI Majumdar award and Appendix VI of the Coal Wage Board recommendations. But the union wanted (vide Ex.M1) that Sri P. R. Chatterjee should be designated as Head Loading Supervisor and should get wages commensurate with his job as Head Loading Supervisor under Coal Wage Board recommendations but the Coal Wage Board recommendations, Appendix VI, Vol. II of the Report in grade I has not mentioned of any job with the designation Head Loading Supervisor, not to speak of any job in grade I with the designation Loading in-charge or Head-Loading in-charge.

10. Point (iv).—If in the Report of the Central Wage Board for Coal Mining Industry there has been no specification of the nature of duties to be performed by the clerical staff grade I, II and III and Special grade as mentioned in paragraph 15, Chapter VIII, Volume I p. 76 of the Report aforesaid, can there be any scope within the terms of the reference as mentioned in the schedule to the order of reference for this tribunal to assess the duties performed by Sri P. R. Chatterjee, loading clerk in grade II of the recommendations of the Central Wage Board for Coal Mining Industry in order to adjudicate upon the fitness of the workman concerned in a grade of the clerical staff higher than grade II to which he has been placed by the management in implementation of the Coal Wage Board recommendations? If not, is the management justified in placing in terms of the said recommendation of the Coal Wage Board Sri Chatterjee, workman, loading clerk in grade II of the clerical staff?

I have already dealt with a part of this point in deciding point No. (iii). I have already observed that neither Majumdar award i.e. Coal award nor the Report of the Central Wage Board of Coal Mining Industry specifies the nature of duties to be performed and performable by any one of the clerical staff in grades I, II and III relevant to the post with the job nomenclature or designation to which any particular member of the staff in a particular grade with the particular job nomenclature or designation is fitted. I have pointed out that Majumdar award defined what is categorisation, and it clearly stated while dealing with standardization that there cannot be any standardization of job and nomenclatures in the sense of a set-pattern covering all collieries and Majumdar tribunal did not find standardization necessary (vide paragraph 710, Volume I, p. 187 of the award). I have already pointed out referring to paragraph 709, p. 186, Volume I, Majumdar award what is meant by categorisation. I have already pointed out referring to paragraph 703, p. 185, Volume I of the Majumdar award that in case of clerical cadre grades are an accepted practice. I have already pointed out specifically that Assistant Loading clerks in grade III, Appendix XVI Majumdar

award were placed in grade III as Assistant Loading clerk in the Coal Wage Board recommendation. A Loading clerk in grade II, Appendix XVI of Majumdar award had been placed as loading clerk grade II Appendix VI Volume II, Coal Wage Board recommendations, following the specific direction in the Report of the Coal Wage Board in paragraphs 15, 16 and 17, Volume I page 76-77. It is very pertinent to observe what the Coal Wage Board mentioned in paragraph 18 of its report, Volume I, page 77 which reads as follows:

"We are aware that there are some designations i.e. other than those mentioned in Appendix XVI to the Majumdar Award which are not covered by our recommendations, as sufficient materials have not been placed before us to make any specific recommendations in respect of them. We would, therefore, recommend that these categories should be appropriately adjusted in the scales of pay recommended by us bearing in mind the nature of the duties performed by them and the responsibilities attached to their jobs. In case of disputes arising from such categorisation, we would recommend that the same should be settled by mutual negotiations between the managements and the representatives of the workmen at unit level."

In paragraph 18, the Board says that certain clerical designations other than those mentioned in Appendix XVI of Majumdar award are not covered by the recommendations of the Coal Wage Board. So, regarding clerical designations as appearing in Appendix XVI of the Majumdar award, the Coal Wage Board found no doubt or dispute. Appendix XVI of the Majumdar award with little modification, as I have already observed, was reproduced in Appendix VI of the Coal Wage Board recommendations already referred to. So the job designations in a particular grade of clerical staff, as in the Majumdar award so in the Coal Wage Board recommendations, with the scale of pay in each grade with the particular job designation have been settled once for all no matter what is the nature of duties performed by the holder of a post with a particular job designation under a particular grade as appearing under Appendix XVI of Majumdar award and Appendix VI Coal Wage Board recommendations. Majumdar award i.e. Coal award made it clear that in clerical cadre, grades with job designations had been the accepted position. Under Coal Wage Board recommendations, those in grade I, holding a post with a particular job designation as mentioned in Appendix XVI of the Majumdar award were placed with that designation in grade I of the Coal Wage Board recommendations. Similarly those as in Appendix XVI of Majumdar award holding a post with a particular job designation in grade II and III were placed respectively under Coal Wage Board recommendations in grade II and III with that particular job designation. Now the question would naturally arise as to promotion from grades III to I of those from lower to higher grades of clerical staff. In a colliery there are four Loading Inspectors. One dies. He was fitted in grade I under the Coal Wage Board recommendations as he was in grade I of Majumdar award. The vacancy is to be filled up. The man in grade II say is a loading clerk. If his eligibility for the post of loading Inspector is found to be adequate a loading clerk may be promoted in the place of the dead loading Inspector to hold the post of Loading Inspector in grade I. Imagine that a Loading Superintendent in grade I of Appendix XVI of Coal award and Appendix VI of the Coal Wage Board recommendations, Volume II retires. The vacancy is to be filled. Of the four loading clerks one is found to be the most suitable. He may be promoted to the post of loading Superintendent in grade I. So a loading clerk in grade II can have

only a channel of promotion either to the post of a loading Inspector or of a Loading Superintendent both in grade I but he cannot claim whatever may be the nature of his duties that being a loading clerk in grade II he should be designated as Head Loading Supervisor or Loading in-charge or Head Loading in-charge and with that designation he should be allowed to draw pay either of a Loading Inspector or of a Loading Superintendent in grade I. Under the Coal Wage Board recommendations no such post in grade I with the designation 'Head Loading Supervisor, Loading-in-charge, or Head Loading Incharge' can be created to enable the loading clerk i.e. like the workman P. R. Chatterjee whatever may be the nature of his duties to claim that he should be designated not as loading Inspector not even as Loading Superintendent but as Head Loading Supervisor or Loading Incharge or Head Loading Incharge and should be placed in grade I in terms of the Report of the recommendations of the Coal Wage Board, which, however, has not made any such recommendation as that claimed by the Union as well as by the workman concerned. Majumdar award has specifically stated that gradation of a member of the clerical staff holding a post with a particular designation can not be altered. Coal Wage Board recommendations clearly stated that standardization of work commensurate with a job nomenclature is impossible, so also Majumdar award. Majumdar award clearly stated that the grade in the cadre of clerks was an accepted position. Those in grade I with a particular job designation, or in grade II with a particular job designation or in grade III with a particular job designation as in Appendix XVI of the Majumdar award came to be fitted with that very job designation under that very grade in terms of the recommendations of the Coal Wage Board. One may say then that once a loading clerk, he must always be a loading clerk. A loading clerk in grade II may be promoted and would be either a Loading Inspector or a Loading Superintendent, but that would depend upon the vacancy in either of those posts and his eligibility. Because there are 5 Assistant loading clerks and because Sri Chatterjee has to supervise their work when loading operations in the wagons are done, the nature of his duties being onerous and continuous for 24 hours, which I do not accept, as being opposed to law, he should be designated as Head Loading Supervisor or as Loading Incharge or as Head Loading Incharge and should be placed in grade I but with one of such job designations in terms of the recommendations of the Coal Wage Board. Such a proposition in term of Coal Wage Board recommendations, as I have pointed out, is absurd. He could have claimed, if he was eligible, that he should be promoted either as Loading Superintendent or as Loading Inspector provided there is vacancy to the post of either of a Loading Inspector or of a Loading Superintendent but that is not the scope and content of the reference in the present case. The reference is that having regard to the nature of his duties whether the management is justified in placing Sri Chatterjee in grade II Loading clerk, if not what relief he can expect. I have already pointed out that when Majumdar award i.e. Coal award was in force, there was grades, I, II, III in the clerical staff and under each grade the members thereunder were holding a particular post with a particular job designation. When Coal Wage Board recommendations came they were fitted in the relative grades with the relative job designation. This cannot be altered. There is no scope within the four corners of the recommendations of the Coal Wage Board for any tribunal to review the nature of work done by the holder of a particular post with a particular job designation, fitted in terms of the recommendations of the Coal Wage Board, either in grade I or in grade II or in grade III with a particular job designation as appearing in Appendix VI, Volume II, page 54 of such report. But the reference is as if that the nature of work done by the workman is to be reassessed and it is to be decided whether by reassessment of his nature of duties the workman a loading clerk, in grade II will be placed in grade I. Here lies

the rub. There can be no scope for re-assessment of the nature of duties performed by a loading clerk in grade II within the four corners of the recommendations of the Coal Wage Board. I have already pointed out that the holders of the posts with job designations in grades I, II, III as appearing in Appendix XVI of Majumdar award were fitted in the relevant grade with the relevant job-designation when Coal Wage Board recommendations were implemented particularly in this colliery and that in conformity with the recommendations of the Coal Wage Board. I have already pointed out that there is no scope for any tribunal to re-assess the grading of a person holding a post with a particular job designation under a particular grade to find out if he was placed properly in the grade. If the workman Chatterjee was under Majumdar award in grade I holding the post with the job nomenclature either of a loading Inspector or of a loading Superintendent, and if the management fitted him in grade II as loading clerk while implementing the Coal Wage Board recommendations, then, if the terms of the reference would have been so constituted in that way, this tribunal could have adjudicated whether the management was justified in placing the workman in grade II as loading clerk in terms of the recommendations of the Coal Wage Board. But that is not the scope of the present reference. So, I find that the management in implementation of the Coal Wage Board recommendations following Majumdar award was justified in placing the workman P. R. Chatterjee in grade II of the clerical staff with the job designation loading clerk.

11. Point (v):

Is there any job designation either in grade I or in grade II of clerical staff grade either in Appendix XVI of the Majumdar award or Appendix VI page 54 of the Report of the Central Wage Board for Coal Mining Industry entitled loading in-charge, Head loading in-charge or Head Loading Supervisor with the specification of the nature of duties performed by the holder of either of such post. If not, is the workman entitled to claim to be placed in grade I of the clerical staff grading in a job either of the nomenclatures loading in-charge, Head loading in-charge or Head Loading Supervisor?

The Union claims in its letter (Ex. M1) that workman Chatterjee had been working as Head loading Supervisor. So he should be designated as such and should be given proper wages commensurate with his designation in terms of the Coal Wage Board recommendations. In the written statement of the union paragraph 5 it is stated that workman Sri P. R. Chatterjee Loading Incharge is working in Girimint Colliery since 1945. So the union as in the written statement wants that workman Chatterjee should be designated as Loading Incharge and should be paid his wages accordingly. In Ex. M1 the union stated that workman Chatterjee was working as Head Loading Supervisor. In his evidence the workman Chatterjee, witness No. 2, said that he was appointed Assistant Loading clerk in Bankimulia colliery of Bengal Company in 1945. 10 years after he was promoted as Loading clerk (marked the word 'promoted'). Then he was transferred to Chinakuri colliery. Then he was transferred in December 1964 to Girimint colliery. In Bankimulia his designation was Loading clerk but he was doing the work of a loading Incharge. He relied on the Manager's letter Ex. W4. He referred to several letters of the Managers and also to the letter of Girimint colliery where he was described as Loading Incharge. He claims to be working as Loading Incharge. He claims to be working as Loading Incharge in the post of Ganguly. He signs loading reports as Head Loading Incharge. Before he raised the dispute, he was described in the pay sheets as Loading Incharge and that after he raised the dispute, he had been described as Loading clerk. He does not

know whether under the Wage Board recommendations there is the post of a Loading Incharge. He said that the Company has the post of Loading Incharge. He claims that under the Coal Wage Board recommendations he is to be placed in grade I in the post of Loading Supervisor. Under the Coal Wage Board recommendations, as I have already pointed out, there is no post with the designation either of a Loading Incharge, or of a Head Loading Incharge or of a Loading Supervisor. Under grade I, Appendix VI of the Coal Wage Board recommendations there are two posts, Loading Inspector and Loading Superintendent. According to workman Chatterjee, grade III Assistant Loading clerk is promoted to grade II Loading clerk. Naturally, therefore, Loading clerk in grade II is likely to be promoted either as Loading Inspector or Loading Superintendent in grade I. I have already pointed out that it is not a case where the reference is regarding denial of promotion of workman Chatterjee from the post of Loading clerk grade II to the post of either a Loading Superintendent or of a Loading Inspector in grade I in preference to any other loading clerk or any clerk of grade II. There is no post either as Loading Supervisor or Head Loading Supervisor or Loading Incharge or Head Loading Incharge in grade I of Appendix XVI of the Majumdar award and Appendix VI of the Coal Wage Board Recommendations. According to witness No. 2, Chatterjee, company's designation of his post is as Loading Incharge but neither Coal award (Majumdar Award) nor Recommendations of Coal Wage Board speaks of any such post in grade I. I have already pointed out that there is no description of the nature of duties to be performed by the Loading clerk or by the Assistant Loading clerk or by the Loading Inspector or by the Loading Superintendent in Coal award and Coal Wage Board recommendations. As there is no post with the designation either of a Loading Incharge, or of a Head Loading Incharge or of a Head Loading Supervisor under grade I of Appendix XVI of Majumdar award or Appendix VI of the Coal Wage Board recommendations there can be no question of specification of the nature of work to be done by the holder of a post with any of those illusory designations. Now, Atul Chandra Ganguly was as per Service card, Ext. M13, a loading clerk up to 1959. The increment sheets of the clerks, Ex. M12-series, would show that on 19th August, 1967 P. R. Chatterjee was a loading clerk. On October 20, 1967 (Ex. M12 (iii)) P. R. Chatterjee was a Loading clerk. On 2nd July, 1965, Ex. M12 (iv) Atul Ch. Ganguly was a Loading clerk. Atul Chandra Ganguly was never a Loading In-charge in place of Atul Ganguly. P. R. Chatterjee came to work. If Atul Ganguly was loading clerk in 1965 and if in his place workman P. R. Chatterjee came to work, workman Chatterjee is none but still a loading clerk. If he was so in 1965 he is still now a loading clerk in 1972. There is one B. Misra, a Loading clerk, Ex. M12 series. The workman said in examination-in-chief that before he raised the dispute, he was described as Loading Incharge in the Paysheets. and that after he raised the dispute he was being described as Loading clerk in paysheet. Loading clerk grade II is a post which Majumdar award and the Central Wage Board sanctioned. According to the workman Chatterjee (vide his examination-in-chief) designation loading Incharge is the company's christening which will appear from the last but two lines of his examination in-chief. The company's documents (Exts. W4, W5, W6, W7 and W8) show that the company addressed the workman P. R. Chatterjee as Loading Incharge but when the Company issued transfer slip, Ex. M2 and M3 placing Chatterjee on transfer to two successive collieries he was described as loading clerk. He was discharged as loading clerk on 19th November, 1962 and re-appointed as loading clerk on 12th March, 1963. (Ex. M4, M5 and M6). The workman described himself as loading clerk in 1963 and 1965 (Ex. M7 and M8) respectively. He was addressed as loading clerk on 1st December, 1970 by the Manager himself. Ex. M9. His own service card, Ex. M10, shows that upto 15th

August, 1970 he was entered in the said document as loading clerk. B. form shows (Ex. M11) that since 1945 workman P. R. Chatterjee is a loading clerk. The increment slip, Ex. M12 series, shows that P. R. Chatterjee has always been a loading clerk so also Atul Ganguly, in whose place he came to serve as loading clerk on transfer. In cross-examination he admitted that Ex. M14—M16 are the paysheets. He was, therefore, confronted in cross-examination by the learned Advocate for the management with the Paysheets, Ex. M14—M16 to prove that he was not telling the truth. He admitted clearly in his cross-examination that Ex. M14—M16 were the paysheets. That is his sworn testimony. Hearing the evidence of the witness Sri Azad, General Secretary of the union raised vehement objection and submitted that paysheets had not been allowed to be looked into by the management and had not even been admitted in evidence. I ruled out his objection because while cross-examining a witness the learned Advocate for the management had every right to confront him with documentary evidence to which the cross-examining witness is a party himself without showing the document to those who came to represent the workman as in the present case the General Secretary or Organising Secretary of the union. Moreover, the witness himself admitted the document as paysheets in cross-examination. This may be the reason why after the witness was examined and cross-examined Sri Azad with his men left the tribunal without taking permission of the tribunal, leaving the case for none to represent the poor workman. It is not correct as the workman said, that there was altercation in the designation of the workman as loading in-charge in the paysheets after he raised the alleged dispute in April 1971. On the other hand, I find that the workman had no regard for any truth. The first entry on reverse side of the paysheet, Ex. M14 relates to July, 1968, that is before the workman raised the alleged dispute. He is described in column 4—Occupation—as loading clerk. In 4th page of the second sheet Ext. M14, relating to wages from June to July of that very year, Serial No. 5 under head despatching Account No. 188 P. R. Chatterjee bearing No. 025967 (identity number) was described as loading clerk written by hand. His normal days of attendance was 17, rate of wages was Rs. 226, he got his wages Rs. 156.48 and dearness allowance was Rs. 19.98. His gross earning was Rs. 176.46. Provident fund contribution was Rs. 14.08. Net payable to him was Rs. 162.38. Against that item there appears the tick mark probably of audit. But in the 3rd sheet (Ex. M14) for December 1968 P. R. Chatterjee bearing the identification No. 025967 is described as a lamp clerk. But the service card of workman Chatterjee shows (Ex. M10) that he was employed in March, 1963 as loading clerk then continuing to be so upto 15th August, 1970 as loading clerk. The increment slips Ex. 12 of the year 1965, year 1966, 1967, Ex. M12 (iii), M12 (iv) show that the workman is a loading clerk. In 1965 vide Ex. M12 (iv) Atul Ganguly in the increment sheet of Lachipur colliery where he was transferred was designated as loading clerk grade II. In the 3rd and 4th sheet of December and November, 1968 Ex. M14, P. R. Chatterjee, (identification number 025967), is described as 'lamp clerk' with the identification number which is itself contradictory to the entry in his service card where he is described as loading clerk as well as with the two earlier entries in the paysheets already noted. That the 'lamp clerk' is a typographical mistake will appear from the 6th sheet of the Ex. M14, October, 1968. The word 'lamp' is typographical mistake because Serial No. 2—B. Misra typed 'Lamp' hand-written 'Load'. Serial No. 3 G. C. Das typed 'lamp training' hand-written 'load training'. P. R. Chatterjee 'lamp clerk' typed written-but hand-written 'load clerk' all those entries relate to 1968. The corresponding paper of the year 1968, Ex. M10 Service card which has already been referred to would justify the correction of the 'lamp clerk' against P. R. Chatterjee 'lamp clerk' typed written—but hand-

typographical error. The 7th (M14) sheet will also point out the same error. B. Misra, G. C. Das, P. R. Chatterjee, the increment slip, Ex. M12 series are shown as loading clerks, but typed as lamp clerks in some of the paysheets. G. C. Das, is designated lamp clerk training, but in increment slip it is G. C. Das who is described at Serial 13 Ex. 12. loading clerk training, in 1965, 1966 and in 1967 he was made Assistant clerk. In 1967 this G. C. Das is Assistant loading—Ext. M12 (iii). So in 1968 paysheets typographical mistakes are appearing, but penned through over "lamp", "load" appears. In some of the paysheets, as I have observed, for the word "lamp" appearing as type-written, word 'load' may be read. In the paysheet of August, 1968, Ex. M14, the same typographical error in regard to Misra, Das and P. R. Chatterjee appears. But their identification number is correct. So, all these sheets relating to the Discharging Account No. 118 as I have pointed out, there is the typographical error against the clerks Misra, Das and Chatterjee and the error is in the word 'lamp' which is nobody's case. The management in para 11 of the rejoinder explains why typographical errors as I have noted appeared in the paysheets. So, Chatterjee's evidence that he was described as loading incharge in paysheets before he raised the dispute in 1971 is untrue, and that to his knowledge. He took oath and deposed falsely on oath. So, it is no business of this tribunal to see whether after 1971 workman Chatterjee is being described as loading clerk when he was being described as loading clerk in the paysheet second and fourth pages Ex. M14 in July 1968, as loading clerk, not loading-in-charge. He also deposed falsely when he said that Atul Ganguly was Loading In-charge and he came in his place as Loading Incharge since the increment sheets which are vital to a clerk would show, vide Ex. M12, that both Atul Ganguly and Chatterjee are loading clerks and are still loading clerks, if of course Atul Ganguly is alive. The workmen had admitted in his examination-in-chief that the designation 'Loading Incharge' was company's creation, but the reference is as to whether under the Coal Wage Board recommendations a higher grade in the clerical cadre could be availed of by Chatterjee having regard to the nature of his duties. I have discussed this aspect of the case in detail. The union wants Chatterjee to be designated as Head Loading Supervisor. Chatterjee himself wants himself to be designated either as Head Loading Incharge or Loading Incharge. Such a designation, as I have pointed out, finds no place either in Majumdar award, Appendix XVI or in Coal Wage Board recommendations, Appendix VI, Volume II. The Coal Wage Board recommendation bodily lifted Appendix XVI of Majumdar award in Appendix VI of the Coal Wage Board recommendations with a clear direction which I have already pointed out that standardization of nature of duties in the gradation of clerks is neither feasible nor can be laid down. The Coal Wage Board recommended that those holding a particular post with a job designation in a particular grade clerical grade should be fitted to that post under that grade according to the Coal Wage Board report. Appendix VI, read with para 4(b)-Chapter VIII, Volume I, page 84. A tribunal cannot create either a clerical grade or a designation of any post in the clerical grades beyond what have been laid down by the Wage Board—Appendix VI read with Chapter VIII Volume I, page 75-77. A tribunal cannot assess the nature of work of the holder of any post with a particular job designation as specified in Appendix VI of the Coal Wage Board recommendations themselves and not lay down specifications of the nature of work to be done by holder of a particular post in a particular grade with a particular job designation. But the reference is that having regard to the nature of duties performed by the workman, whether the management was justified in placing the workman in grade II as loading clerk. The terms of the reference as constituted do not come

within the scope and contents of the recommendations of the Coal Wage Board as well as of the award made by the Majumdar tribunal known as Coal Award. It is not the case under reference that at the time when the Majumdar award was in force the workman with the job designation in grade I say, either loading Inspector or Loading Superintendent, was fitted in terms of the recommendations of the Coal Wage Board as loading clerk in grade II. Majumdar award clearly stated, which I have already discussed earlier, that in the clerical cadre the gradation was accepted as awarded by Majumdar tribunal by all parties concerned leaving no room for any agitation for reassessment of the nature of work to be done for the holder of any post with a particular job designation as given in Appendix XVI of the Majumdar award. Similarly, the Coal Wage Board recommendations do not, as I have already pointed out, lay down any scope for reassessment of the nature of duties performed or performable by the holder of a post with particular job designation under a particular grade while he had been holding such post under the Majumdar award when the Coal Wage Board recommendations came to be implemented. So, for all these reasons, following the directions of the Majumdar award and in pursuance of the Majumdar award, the particular workman was placed in grade II as loading clerk. Before Majumdar award came, he was a loading clerk since 1945. In 1956 when Majumdar award came he became loading clerk in grade II, Appendix XVI. When Coal Wage Board recommendations came in 1967 to be implemented he was placed, as required by the Report of the recommendations itself, in grade II with the designation loading clerk. Therefore, there is no scope for this Tribunal to assess the nature of duties that are being performed even upto this date by the loading clerk grade II, the workman, who has been lawfully fitted as such in terms of the recommendations of the Coal Wage Board that have been duly implemented in regard to the workman concerned by the management. The tribunal cannot also create an illusory job designation and find it under grade I of Appendix VI of the Coal Wage Board recommendations, Volume II, page 54 with the fantastic appellations, Head Loading Supervisor as claimed by the union, Head Loading Incharge, or as Loading Incharge as claimed by the workman. So, the workman is not entitled to claim to be placed with an illusory job designation in grade I of the clerical grade as appearing in Appendix VI, Volume II of the Coal Wage Board recommendation, page 54. The management is fully justified in fitting the workman, P. R. Chatterjee, under grade II with the job designation Loading clerk. If there are more than one loading clerks, and if for any administrative reason the management describes one of them as loading Incharge that would not create a post with a job designation as loading Incharge or loading supervisor or Head Loading Incharge under grade II within the scope and content of the Majumdar Award Appendix XVI as well as of Coal Wage Board recommendations, Appendix VI. Therefore, the reference as constituted is beyond the scope and content of the Report of the recommendation of the Coal Wage Board and is untenable. The management is justified in placing the workman P. R. Chatterjee in pursuance of and in conformity with the recommendations of the Coal Wage Board under grade II with the job designation 'Loading clerk'.

12. Point (vi): In conformity with the recommendations of the Central Wage Board for Coal Mining Industry appearing in pages 76-77, Volume I of the Report read with Appendix VI, page 54 of the Report is the management justified in implementing the recommendations of the Report of the Central Wage Board for Coal Mining Industry while fixing the workman P. R. Chatterjee

as loading clerk, grade II? If so, can the workman have any grievance on that score?

In view of what I have already observed on Points (iv) and (v) it is needless to dilate on this point. In 1945, the workman was appointed as loading clerk. He was discharged in 1962. He was reappointed as loading clerk in 1963. So, in 1963 when Majumdar award was in force in terms of Appendix XVI of the Majumdar award the workman had to be placed on being appointed in grade II as Loading clerk. Majumdar award specifically directed that in clerical cadre gradation was the accepted position from which none could deviate. The report of the Coal Wage Board recommendations in Appendix VI of Volume II of the Report bodily lifted Appendix XVI of Majumdar award. The Coal Wage Board recommended how in the pay scales the holder of a clerical post under a particular grade of Appendix XVI of Majumdar award and Appendix VI of Coal Wage Board is to be fitted and nothing more. Necessarily, therefore as I have already pointed out earlier, P. R. Chatterjee workman in grade II, under Majumdar Award, Appendix XVI, Loading clerk, should be fitted as such in terms of and in pursuance with the direction in the recommendations of the Coal Wage Board which were lawfully implemented in his case by the management. So, the management while implementing the recommendations of the Coal Wage Board placed, in terms of and in pursuance with such recommendations, Loading clerk grade II of Majumdar award, Appendix XVI, Volume II as Loading clerk grade II, Appendix VI, Volume II of the Coal Wage Board recommendations. I do not find any illegality or irregularity in the fitment of the workman P. R. Chatterjee as Loading clerk grade II in implementation of the Coal Wage Board recommendations by the management. Neither the union nor the workman can have any grievance on this score.

Accordingly, the reference is rejected.
This is my award.

Dated, the 22nd July, 1972.

(Sd.) S. N. BAGCHI, Presiding Officer.
[No. L/19012/60/71-LRIL.]

ORDER

New Delhi, the 14th August 1972

S.O. 2350.—Whereas an industrial dispute exists between the employers in relation to the management of Messrs Kalanpur Lime and Cement Works Limited, Banjari (Shahabad) Bihar, and their workmen represented by Kamayu Range Quarries Labour Union, Banjari;

And whereas the said employers and their workmen have by a written agreement, in pursuance of the provisions of sub-section (1) of section, 10A of the Industrial Disputes Act, 1947 (14 of 1947) agreed to refer the said dispute to arbitration of the person mentioned therein and a copy of the said arbitration agreement has been forwarded to the Central Government;

Now, therefore, in pursuance of the provisions of sub-section (3) of section 10A of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the said arbitration agreement which was received by it on the 7th August, 1972.

AGREEMENT FORM C (See Rule 7)

(Under section 10A of the Industrial Disputes Act, 1947)

BETWEEN

Management of Kalyanpur Lime and Cement Works Limited, Banjari (Shahabad) Bihar.

AND

Workmen represented by Kamaya Range Quarries Labour Union, Banjari District Shahabad (Bihar).

It is hereby agreed between the parties to refer the following Industrial Dispute to the arbitration of Sri J. N. Das, Regional Labour Commissioner (C) Dhanbad.

"Whether the workers of the mines of Kalyanpur Lime and Cement Works Limited represented by Kamaya Range Quarries Labour Union are entitled to paid holiday on the 2nd October".

The parties to the dispute are as follows:

1. Management of Kalyanpur Lime and Cement Works Limited Banjari (Shahabad) Bihar.
 2. Workmen represented by Kamaya Range Quarries Labour Union, Banjari (Shahabad) Bihar.
- Total number of workmen employed is: 1144
Total number of workmen affected by the dispute is: 1144.

We further agree that the majority decisions of the in case the arbitrators are arbitrators be binding on us equally divided in their opinion, that they shall appoint another persons as umpire whose award shall be binding on us.

The arbitrator (s) shall make his (their) award within a period of 6 months from the date of signing the agreement (here specify the period agreed upon by the parties) or within such further time as is extended by mutual agreement between us in writing. In case the award is not made within the period aforementioned, the reference to arbitration shall stand automatically cancelled and we shall be free to negotiate for fresh arbitration.

Representing employers

Signature of parties

Sd/-Illegible

Representing workmen

(Sd.)

Sd/-Illegible

Witnesses

1. Sd/-Illegible

2. Sd/-Illegible

[No. L-29013/3/71-LR-IV.]

KARNAIL SINGH, Under Secy

(भ्रम और रोजगार विभाग)

आदेश

नई दिल्ली, 14 अगस्त, 1972

का० आ० 2350.—यतः मैसर्स कल्याणपुर लाईम एण्ड सीमेन्ट वर्क्स लिमिटेड, बंजारी (शाहबाद), बिहार के प्रबन्धतन्त्र से सम्बद्ध नियोजकों और उनके कर्मचारों के बीच, जिनका प्रतिनिधित्व कामायूरेंज क्वैरीज लेबर यूनियन, बंजारी करती है, एक औद्योगिक विवाद विद्यमान है ;

और यतः, उक्त नियोजकों और उनके कर्मचारों ने औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 10-क की उपधारा (1) के उपबन्धों के अनुसरण में एक लिखित करार द्वारा उक्त विवाद को उसमें वर्णित व्यक्ति के माध्यस्थम् के लिए निर्देशित करने का करार कर लिया है और उक्त माध्यस्थम् करार की एक प्रति केन्द्रीय सरकार को भेजी गई है ;

अतः, अब, औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 10-क की उपधारा (3) के उपबन्धों के अनुसरण में, केन्द्रीय सरकार उक्त माध्यस्थम् करार को, जो उसे 7 अगस्त, 1972 को मिला था, एतद्वारा प्रकाशित करती है ।

(करार)

प्रपत्र ग

(नियम 7 देखें)

(औद्योगिक विवाद अधिनियम, 1947 की धारा 10-क के अधीन)

बीच

कल्याणपुर लाईम एण्ड सीमेंट वर्कस् लि०, बंजारी (शाहाबाद)

बिहार का प्रबन्धतंत्र

और

कर्मकार जिनका प्रतिनिधित्व कमायू रेंज क्वैरीज लेबर यूनियन बंजारी जिला शाहाबाद (बिहार) करती है।

पक्षकारों के बीच निम्नलिखित औद्योगिक विवाद को श्री जे० एन० दास, क्षेत्रीय श्रमायुक्त (केन्द्रीय), धनबाद के माध्यस्थम् के लिए निर्देशित करने का एतद्वारा करार किया गया है।

“क्या कल्याणपुर लाईम एण्ड सीमेंट वर्कस् लिमिटेड के कर्मकार, जिनका प्रतिनिधित्व कमायू रेंज क्वैरीज लेबर यूनियन करती है, 2 अक्टूबर को संवेतन छुट्टी के हकदार हैं।”

विवाद के पक्षकार इस प्रकार हैं।

1. कल्याणपुर लाईम सीमेंट वर्कस् लिमिटेड, बंजारी (शाहाबाद) बिहार का प्रबन्धतंत्र।
2. कर्मकार जिनका प्रतिनिधित्व कमायू रेंज क्वैरीज लेबर यूनियन बंजारी (शाहाबाद) बिहार करती है।

कर्मकारों की कुल संख्या 1144 है

विवाद द्वारा प्रभावित होने

वाले कर्मकारों की कुल संख्या 1144 है

हम यह करार भी करते हैं कि मध्यस्थों के बहुमत विनिश्चय हम पर आबद्ध कर होंगे और यदि वे अपनी राय में समान रूप से विभाजित होंगे तो वे एक अन्य व्यक्ति सालिस के रूप में नियुक्त करेंगे जिसका पंचाट हम पर आबद्ध कर होगा।

माध्यस्थ अपना (अपने) पंचाट करार पर हस्ताक्षर किए जाने की तारीख से (यहां पक्षकारों द्वारा सहमत कालाविधि का उल्लेख कीजिए) छः मास की कालाविधि या इतने और समय के भीतर जो हमारे बीच पारस्परिक लिखित करार द्वारा बढ़ावा, जाये, देगा। यदि पूर्व वर्णित कालाविधि के भीतर पंचाट नहीं दिया जाता तो माध्यस्थम् के लिए निर्देश स्वतः रद्द हो जायेगा और हम नए माध्यस्थम् के लिए बातचीत करने को स्वतंत्र होंगे।

नियोजकों का प्रतिनिधित्व करने वाले पक्षकारों के हस्ताक्षर

ह०/- अस्पष्ट

ह०/-

कर्मकारों का प्रतिनिधित्व करने वाले

ह०/- अस्पष्ट

साक्षी

1. ह०/- अस्पष्ट

2. ह०/- अस्पष्ट

[संख्या एल०-290/13/3/71-एल० आर०-4]

करनैल सिंह, उप सचिव।

(Department of Rehabilitation)

(Office of the Chief Settlement Commissioner)

New Delhi, the 8th May 1927

S.O. 2351.—In exercise of the powers conferred by clause (a) of sub-section II of Section 16 of the Displaced Persons (Compensation & Rehabilitation) Act, 1954, the Central Government hereby appoints for the Union Territory of Delhi, Shri D. C. Chaudhry Asstt. Settlement Officer in the office of the Regional Settlement Commissioner (Central), New Delhi as Managing Officer for the Custody Management and disposal of Compensation pool properties with immediate effect.

[No. 8(69)/AGZ/65.]

A. L. HANDA, Dy. Secy.

मुख्य बन्दोबस्त आयुक्त कार्यालय

नई दिल्ली, 8 मई, 1972

एस० ओ० 2352.—विस्थापित व्यक्ति (मुआविजा तथा पुनर्वास) अधिनियम 1954 की धारा 16 की उपधारा 11 के खण्ड (ए) की प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार दिल्ली प्रदेश संघ के लिये प्रादेशिक बन्दोबस्त आयुक्त कार्यालय (केन्द्रीय) नई दिल्ली के सहायक बन्दोबस्त अधिकारी श्री डी० सी० चौधरी को तत्काल ही प्रबन्ध अधिकारी नियुक्त करती है ताकि वे मुआविजा भंडार में आने वाली सम्पत्तियों की अधिरक्षा, प्रबन्ध तथा निपटारा कर सकें।

[संख्या 8(69)/ए० जी० जेड/65]

अ० ल० हांडा,

उप सचिव।

CENTRAL EXCISE COLLECTORATE KANPUR

Kanpur, the 12th April 1972

S.O. 2352.—In exercise of the powers vested in me under Rule 5 of the Central Excise Rules, 1944, I hereby make the following amendments in Collectorate's Notification No. 1/63-CE, dated 6th June, 1963, namely:—

(1) In the Table appended to the said notification S. No. 6, and the entries against the same shall be deleted.

(2) S. No. 7 shall be renumbered as S. No. 6.

[No. 4/72.]

AJIT KUMAR ROY, Collector.